

1895-011
Lee Co.

Chancery Causes: Bennett Bailey vs James Carmichael &c
John Bailey vs James Carmichael &c

Johnson, Bayley, Ewing, Myers, Zion, Owen, Wattenbarger,
Parsons, Stapleton, Holmes, Carroll, Baily, Pennington,
Hopkins, Jackson, Blankenship

CA-Debt
T-Property

Virginia.

To the Honorable W. J. Miller, Judge
of the Circuit Court of Lee Co., Va.:

Humbly complaining your
Orator Bennett Bailey would re-
spectfully represent and shew unto your
Honor, that heretofore, to wit; on or
about the day of 1894,
one James Cormicheal purchased a
quantity of poplar timber in the
Crab Orchard in said County, for
the purpose of manufacturing the
same into lumber, and on or
about the day of March 1894,
the said Cormicheal employed
your orator to log said timber to
the said mill yard for said purpose
and agreed with and bound himself
to pay your Orator for said logging
the sum of \$2.75 per one thousand feet,
the same to be paid when said logs were
sawed into lumber and the lumber
had been on stick sixty days, and
the said Cormicheal further agreed
with your orator that to secure to him
the payment for his said services the
said logs and lumber manufactured
therefrom should be and remain

his property until his said claim was fully paid. This contract was not reduced to writing, but your orator suggested at the time that it should be and the said Cormickal replied that it was not necessary, that there were witnesses to the contract, witnesses having been called for the purpose, and that that was all that was necessary, and your orator so concluded and the contract was not reduced to writing - your orator went on and completed the contract upon his part and the said Cormickal paid him sum thereon, and afterwards to wit; on or about the day of July 1894, he and said Cormickal made a settlement in regard to said work, and ascertained that there was then due your orator the sum of \$184.00, and your orator then demanded payment of said sum, the same being then due, but the said Cormickal failed to pay the same and your orator has since demanded payment thereof from said Cormickal, but he has failed & refused & still fails & refuses to pay the same to your orator, and in fact will not talk to your orator about

paying the same, and is now engaged
with several teams removing & hauling
said lumber to Punnington Gap on the
L. & N. R.R., where your orator is informed
he has sold the same or is selling the
same to one N. L. Johnson, Now,
the object of this bill is to enjoin,
restrain & inhibit the said Cormick
& all others from selling, removing
or otherwise disposing of said lumber
until your orator's claim for said
balance of \$184.00 is fully paid
and that on a final hearing a
decree be rendered in favor of your
orator for the specific performance
of said contract by said Cor-
mick, your orator having per-
formed the same upon his part,
and that so much of said lumber
be sold as is necessary to pay your
orator's said claim & the costs of this
suit. To this end he makes the said
Cormick the party defendant to
this bill & prays that he be required
to answer the same, but not on oath
that being expressly waived and that
the relief prayed for be granted, and such
other, further & general relief as your

your orator may be entitled to — And that
process be issued. Directed. &c., And
your orator will ever pray, &c.,

On, Blankenship & Ewing, P.G.
Virginia, be Co. Circuit Court Clerk's
Office.

I, A.B. Munsey, Clerk of said Court
do certify that John Bailey this day
personally appeared before me in
my said office and made oath
that all the allegations in the
foregoing bill stated, as coming
within his own knowledge he
knows to be true & all others resting
upon the knowledge or information
of others he believes to be true.

Given under my hand, this
the 18th day of July 1894.

James Cornicheal
Injunction granted pursuant to the
prayer of the within bill in exhibiting the
the defendant from removing selling
or otherwise disposing of the logs & lumber
in the bill herein showed till the further
order of this Court entered in term or
on vacation but the injunction is
not to be operative till the fall or
some one for him executed bond as
required by law in the sum of
\$500 — Court ordered to pay all such
costs and damages may be incurred
or sustained by anyone by reason of
serving out this injunction July 26th 1894
W. J. Miller
A. B. Munsey Clerk

On, Blankenship & Ewing,
P.G.

Burnett Bailey

vs. Bill.

Virginia.

To the honorable W. T. Miller Judge of
the Circuit Court of Lee County,
Humbly Complaining your orator John
Bailey, would respectfully represent and shew
unto your honor, that heretofore to wit. an
or about the day of 1894, one
James Carmichael purchased a quantity of
poplar timber in the Crab Orchard in said
County, for the purpose of manufacturing
the same into lumber, and on or about the
day of March 1894, the said Carmichael
employed your orator to log said timber
to the saw mill yards for said purpose
and agreed with and bound himself to pay
your orator for said logging the sum of
\$2.50 ^{for one yard and \$2.75 for the other} per one thousand feet, the same to be
paid when said logs were sawed into
lumber and the lumber had been on stick
sixty days, and the said Carmichael further
agreed with your orator that to secure ^{to} him
the payment for his said services the said
logs and lumber manufactured therefrom
should be and remain his property until
his said claim was fully paid. This Contract
was not reduced to writing, but your orator
suggested ^{at the time} that it should be and the said
Carmichael replied that it was not necessary

that there were witnesses to the Contract, witnesses having been called for the purpose, and that that was all that was necessary, and your orator so concluded and the Contract was not reduced to writing. Your orator went on and completed the Contract upon his part and the said ~~Carmichael~~ paid him some thereon, and afterwards to wit. on or about the day of July 1894. he and said ~~Carmichael~~ made a settlement in regard to said work and ascertained that there was then due your orator the sum of \$182.06 and your orator then demanded payment of said sum the same being then due, but the said ~~Carmichael~~ failed to pay the same and your orator has since demanded payment thereof from said ~~Carmichael~~ but he has failed and refused ^{and still fails & refuses} to pay the same to your orator, and in fact will not talk to your orator about paying the same, and is now engaged with several teams removing and hauling said lumber to Pennington Gap on the L. & N. Rail Road, where, your orator is informed, he has sold the same, or is selling the same, to one N. L. Johnson. Now the object of this bill is to enjoin

restrain and inhibit the said Carmichael,
and all others, from selling, removing
or otherwise disposing of said lumber,
until your orator's claim for said balance
of \$182.06 is fully paid, and that on a final
hearing a decree be rendered in favor
of your orator for the specific performance
of said contract by said Carmichael, your
orator having performed the same upon
and that so much of said lumber be sold as is necessary to pay your orator's
his part in to this end he makes the said
Carmichael the party defendant to this
bill, and prays that he be required to
answer the same, but not on oath,
that being expressly waived, and that
the relief prayed for be granted, and such
other further and general relief as your orator
may be entitled to, and that process be
issued directed &c. And your orator
will ever pray &c.

Orn Blaukenship & Ewing.
(P. 2)

Virginia Lee County Circuit Court Clerk's office.

I A. B. Munsey Clerk of said Court, do certify
that John Bailey this day personally appeared
before me in my said office, and made oath
that all the allegations in the foregoing bill,
stated as coming within his own knowledge,
he knows to be true, and all others resting

upon the knowledge or information of
others, he believes to be true,
Given under my hand, this 18th day of
July 1894.

A B Munsey Clk.

Injunction granted pursuant to the
prayer of the within bill restraining
the defendant from removing selling
or otherwise disposing of the logs & lumber
in the bill mentioned till the further
order of this Court either in term time
or vacation but this injunction is not
to be operative till the plaintiff or someone for him
execute and in the penalty of \$500 Conditional
to pay all such costs & damages as may be incurred
or sustained by any one by reason of seeing
out this injunction. N. L. M. Clerk

John Bailey

vs. Bill

James Cornmick

Wm. Chubbuck & Co. Secy.

275
275
475

To the Hon. Wm. T. Miller, Judge of the Circuit Court of Lee County, Virginia.

The amended and supplemental bill of your Complainant, John Bayley, respectfully sheweth unto your Honor that he hertofore exhibited in this Honorable court his original bill of Complaint against James Carmichael, and to which bill refference is here made, and the same is prayed to be taken as a part of this amended and supplemental bill as if here copied, that the said original bill was presented to your honor in vacation, and pursuant to the prayer of your complainant, your orator granted and injunction which is in the following figures and words, to-wit; "Injunction granted pursuant to the prayer of the within bill restraining the defendant from removing selling or otherwise disposing of the logs and lumber in the bill mentioned till the further order of the court either in term time or vacation, but this injunction is not to be operative till the plaintiff or some one for him executes bond in the penalty of \$500.00 conditioned to pay all such cost and x damages as may be incurred or sustained by any one by reason of ~~swinging~~ out this injunction.

W. T. Miller.
July 26, 1894."

Your orator will further show unto your honor that he, on the ____ day of ____ 1894, pursuant to the said order in the said original bill, gave bond as required, before the clerk of this Court, and thereupon had process issued in said original bill and the same was duly executed on the said Carmichael, and was thereupon returned to the clerk's office of Lee County, Va.; that since the date of the said order in the said Injunction, to-wit /, about the 16th day of August, 1894, the said Carmichael left this State taking with him his family, and all the property that he well could and he is now a non-resident of this State; that the whole of the said money alleged to be due in the said Original bill is still due and unpaid.

Your orator will further show unto your honor ; (a fact not known to him at the time of the filing of his original bill), that A. Johnston claims some interest in said lumber mentioned in said original bill, but ~~what~~ he does claim is not exactly known to your orator.

Your orator will further show unto your honor that ~~that~~ the said Carmichael has estate in this State and County; that the said Carmichael is converting, or is about to convert and has converted his property or some part thereof, into money, securities and evidences of debt with the intent to hinder, delay, and defraud his creditors and especially XXXX your orator; that he has assigned and disposed of and ~~is~~ is about to assign and dispose of, his estate or some part thereof, with the intent to hinder delay and defraud his creditors; and that ~~he~~ ^{James A. Johnston} has made an affidavit as required by section 2964 of the Code of 1907, and here files the same, and ^amarks it, "Affidavit".

Your orator will further show unto your honor that on the ~~th~~ day of December, 1904, he entered into an agreement ~~with~~ said A. Johnston, the nature and purport of the same may be seen from an inspection of a copy of the same here filed and marked "Agreement": it will be observed that the agreement ^{only} pertains to the lumber and logs mentioned in the said Original bill and not to any other; that the said Carmichael has estates and effects in this State outside this particular logs and lumber, and it is that which he desires to have attached.

The premises considered your orator prays that the said James Carmichael and A. Johnston be made parties to this amended bill, that they be required to answer the same but not on oath, that being waived, that an order of publication be made against the said James Carmichael, that an attachment issue, to be levied

on effects of the said Carmichael, other than that mentioned in
the said paper here filed and marked "Agreement", sufficient to
pay the debt of your said orator and the cost of this suit; that
the said Johnston disclose what interest he has if any in the said
lumber, and how he obtained the same.

And may all further and general relief be granted your orator
that good conscience and equity may require: And your orator,
will as in duty bound ever pray &c.

Orr, Blankinship and Ewing,

Pennington Bros., p. 4.

To the Hon. Wm. T. Miller, Judge of the Circuit Court of the County of Lee .

The amended and supplemental bill of your complainant, Bennett Bayley, respectfully sheweth unto your Honor that he heretofore exhibited in this court his original bill of complaint against James Carmichael and to which bill, reference is here made, and the same is prayed to be taken as a part of this amended and supplemental bill as if here copied, that the said original bill was presented to your honor in vacation, and pursuant to the prayer of your complainant, your honor granted an injunction which is in the following words and figures to-wit: "Injunction granted pursuant to the prayer of the within bill, inhibiting the defendant from removing, selling or otherwise disposing of the logs lumber in the bill mentioned till the further order of this court, either in term time or vacation, but this injunction is not to be operative till the plaintiff or some one for him executes bond as required by law in the penalty of \$1000.00, conditioned to pay all such cost and damages incurred or sustained by any one by reason of suing out this injunction. July 26, 1894." *"W. T. Miller."* Your orator will further show unto your honor that he, on the _____ day of _____ 1894, pursuant to the requirements of said order in said original bill, gave bond as required, before the clerk of this court, and thereupon had process issued in said original bill and the same was duly executed on the said Carmichael and was thereupon duly returned to the clerk's office of Lee County, Va.; that since the date of the said order in the said injunction, to wit about the 16th day of August, 1894, the said Carmichael left this State, taking with him all his family and all the property that he well could, and he is now a non-resident of this state; that the whole of the said money alleged to be due in the original bill, *of your complainant*, is still due and unpaid.

Your orator will further show unto your honor ;(afact not known to him at the time of the filing of his original bill), that A. Johnston claims some interest in said lumber mentioned in said original bill, but ~~wh~~^{at} he does claim is not exactly known to your orator.

Your orator will further show unto your honor that ~~that~~ the said Carmichael has estate in this State and County; that the said Carmichael is converting, or is about to convert and has converted his property or some part thereof ,into money, securities and evidences of debt with the intent to hinder, delay, and defraud his creditors and especially ~~XXXX~~ your orator; that he has assigned and disposed of and ~~x~~ is about to assign and dispose of , his estate or some part thereof , with the intent to hinder delay and defraud his creditors; and that ~~he~~^{your orator} has made an affidavit as required by section 2964 of the Code of 1887, and here files the same , and ~~marks~~^{marks} it, "Affidavit".

Your orator will further show unto your honor that on the ~~th~~ day of ~~September~~^{September}, 1894 , he entered into an agreement with said A. Johnston, the nature and purport of the same may be seen from an inspection of a copy of the same here filed and marked "Agreement": it will be observed that the agreement ~~only~~^{only} pertains to the lumber and logs mentioned in the said Original bill and not to any other; that the said Carmichael has estates and effects in this State outside this particular logs and lumber , and it is that which he desires to have attached.

The premises considered your orators prays that the said James Carmichael and A. Johnston be made parties to this amended bill, that they be required to answer the same but not on oath, that being waived, that an order of publication be made against the said James Carmichael, that an attachment issue ,to be levied ~~and~~
of

on effects of the said Carmichael, other than that mentioned in the said paper here filed and marked "Agreement", sufficient to pay the debt of your said orator and the cost of this suit; that the said Johnston disclose what interest he has if any in the said lumber, and how he obtained the same.

And may all furthur and general relief be granted your ~~ora~~tor that good concience and equity may require: And your orator, will, as in duty bound, ever pray &c.

Orr, Blankinship and Ewing,

Pennington Bros., p. q.

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Plff's costs

Bennett & Bayley, Esq.

vs. } Annand & Co.

Plffs Co. vs. Defs. Co.

1st Nov. 1875

4th Nov. 1875 Rules amended
bill filed Spa 4 Doyles
Johnson & Co. vs. Johnson
& Co. for C. P. for non
resident

2nd Dec. 1875 Johnson & Co. vs. Johnson
& Co. for C. P.

1st Nov. Rules have the last
Monday in Oct. C. P. for non
& Doyles for hearing

11 Nov. 1875 same Court

1875 March Term Decree
final See Chas
order Book 5 Page
75

To the Honorable W.T. Miller, Judge of the Circuit Court
for Lee County, Virginia:

and amended and supplemental bill
The separate demurrer and answer of A. Johnson to a bill
of complaint exhibited against him and another in this honorable
court by Bennett Bailey.

Respondent says that the complainant's bill is not sufficient in law to call upon him to answer it in this honorable court, but that there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer &c. And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him, answering, he says:

That it is true that the said complainant exhibited before this court his original bill; ^{against James Carmical} that an injunction was ~~given~~ granted thereon pursuant to the prayer of the bill exhibiting the defendant from removing, selling and otherwise disposing of the logs and lumber in the bill mentioned till the further order of the Court; but said injunction was not to be operative till the complainant or some one for him executed bond in the sum of \$500.00 conditioned to pay all such costs and damages incurred or sustained by anyone by reason of the suing out of said injunction. But respondent denies that a sufficient bond was given. It is true however that the complainant pretended to execute bond before the Clerk of this court, but according to his information and advice the sureties therein are not solvent and good.

It is true that since the granting of said injunction, and about the middle of August 1894, ~~and~~ the said Carmical left this State taking his family with him. Respondent has no knowledge of what property he carried away with him. Respondent knows nothing of what property the said Carmical took with him when he left the State.

Respondent has no knowledge of any estate belonging to the said Carmical situated in this county or in this State, except as he will hereafter show in reference to dealings be-

tween himself and said Carmical.

Respondent says it is true that on the 4th day of Sept. 1894, he entered into an agreement with the plaintiff and one John Bailey who has a suit of the same kind as this, and the paper marked agreement is a duplicate of said contract. Under this agreement respondent deposited in the Pennington Gap Bank \$425.00 to the credit of said suits to be applied to the settlement of the claims therein asserted in the event said complainants should establish the justness of their claims and that said claims constitute liens upon said lumber and logs superior in dignity to his, your respondent's, claim upon said lumber by reason of his purchase thereof.

Respondent will now show your honor that he knows nothing whatever of the justness of the claim asserted by the said Complainant either in his original or amended and supplemental bill and he requires strict proof of the same. But he denies that said claim even if just is a lien upon the lumber, logs &c. mentioned by the complainant in his original bill. To make it a lien it was necessary that the contract between him and the said Carmical by which he undertook to retain the title to the logs and lumber should have been reduced to writing executed by both parties and that writing or a proper memorandum of it recorded in the clerk's office of Lee County, or docketed therein, he having delivered the said logs so hauled by him to the said Carmical as he shows in his bill. Said Carmical had the same sawed and put on the stick, and in fact a great deal of it had been hauled away by the said Carmical without any complaint whatever from the said Bailey.

Respondent will now show your honor ^{that he} without any knowledge whatever of the claim of the said Bailey to said lumber or any part of it, without any knowledge that he had any interest whatever in said lumber or the logs from which it was manufactured, bought the same from the said Carmical as will more fully appear by reference to the written contract between the said Carmical and this respondent, dated on the 12 day of

July 1894., a copy of which is here filed as part hereof marked "X". An inspection of said contract will show your honor that before the said Bailey claims to have made the contract stated by him in his original bill, respondent had contracted with ^{the said Carmical} ~~him~~ to be for the lumber manufactured by him amounting to from 500,000 to 800,000 feet, to be the first lumber so manufactured by him, said lumber to be delivered to your respondent at Pennington's Gap, at \$19.50 for first and second, at \$13.50 for commons and saps, and at \$7.00 for culls. And it was further stipulated in said contract that respondent was to pay said Carmical \$9.00 per thousand feet for all the lumber manufactured on the three first yards as soon as said lumber was sawed and put on stick, and the mill moved away, and \$8.00 per thousand feet on the other yards thereafter sawed. , The amount of lumber thus to be paid for ~~that~~ ~~was~~ when on stick as aforesaid to be determined either by log measure or by a careful estimate after the lumber was put on stick at the election of respondent. Respondent received the lumber made at the first and second yards, the same being delivered at Pennington's Gap by said Carmical. The logging at these yards having been done by the said John and Bennett Bailey. The third yard as it is designated and understood by Carmical and respondent really being two yards close together and on the same land, and being called by the defendants the Cooney sets ~~is~~ No.1. and 2., is the lumber mentioned by the complainant in his original bill, the removal of which was enjoined by the said Bennet and John Bailey as herein-before stated. This lumber was sawed, put on stick, and the mill removed from it about the latter part of June or first of July, at which time your respondent without any knowledge of any lien, claim or ownership by the said Baileys or either one of them of said lumber or any part of it, estimated the same and paid to the said Carmical \$9.00 per thousand feet for all the lumber there manufactured. The lumber thus estimated and paid for at said two sets was 170,000 feet. The said Bennett and John Bailey had full knowledge that respondent was paying ~~the~~ said Carmical

cal for said lumber ; in fact they received some of the pay themselves, and they had knowledge that ~~he~~ had estimated said lumber with a view of paying for it, one or both of them being present at the time respondent so estimated the quantity of it.

Since the agreement and the deposit of the money pursuant to that agreement referred to by the plaintiff in his amended and supplemental bill, respondent has had said lumber hauled to Pennington's Gap. Respondent has had to pay for the hauling of the same at a cost of from \$2.50 to \$3.00 per thousand feet. The said Carmical was to pay for the trees out of which said lumber was manufactured out of the \$9.00 per thousand and paid to him when it was put on stick, but he failed to pay to the Crab Orchard Coal and Iron Company for all the timber purchased from them and respondent has had to pay \$78.00 to them for said timber. The said Carmical now owes your respondent from \$400.00 to \$600.00 on this contract. This set fell short of the estimate about 15,000 feet. This sum which the said Carmical owes respondent on said lumber contract does not include the \$425.00 deposited in the Pennington Gap Bank, pursuant to said agreement.

Respondent will now show your honor that ~~he~~ ~~has~~ the lumber attached on ~~is~~ under the amended and supplemental bill, to wit 30,000 feet on the Roda Smith land, and 30,000 feet on the Jasper Kelly land is also a part of the lumber purchased by respondent from the said Carmical under said contract aforesaid, and upon this lumber, he paid to the said Carmical and on the purchase price of the timber which Carmical had failed to pay, for sawing it &c. from \$9.00 to \$11.00 per thousand, which is fully as much as it is worth where it is located, all of which was paid before said attachments were sued out or levied upon it. And in addition to this H.J. Russell, M.C. Parsons and J.F. Skaggs had levied attachments on said lumber before the attachments were levied in this suit, and on these attachments thus levied by the said Parsons, Russell and Skaggs respondent had given Forth-Coming bonds before the service of

the attachements of the said John and Bennett Bailey under their amended and supplemental bills; and before the levy of the same.

Your respondent will now show your honor that by said injunction in said two causes of John and Bennett Bailey they ties up 170,000 feet of lumber worth where it was then located \$9.00 per thousand, and on which your respondent had paid \$9.00 per thousand, to pay and satisfy two alleged debts of \$184.00 and \$182.00. And in order to get the opportunity of removing it while the weather was good, the roads passable he had to and did deposit the sum of \$425.00, and not satisfied with that said complainants to further harass and annoy respondent amended their bills, sued out attachements, and had the same levied on 60,000 feet of lumber on the lands of Roda Smith and Jasper Kelly for which your respondent had already paid the said Carmical under his contract with him as aforesaid \$600.00 at the least and for the delivery of which in other attachements he had executed his bonds as aforesaid.

Respondent asks that said injunctions be dissolved; said attachements dismissed, and that he be quieted in the possession of the property for which he has paid. And now having answered, he prays to be hence dismissed &c.

A. R. Bridenore

Duncan H. Hyatt, p. d.

*Suon to before me by A. Johnson
This the 16th day of November 1894
A. B. Mursey, Clerk*

A. Johnson. et al.
ado. E. Huswien -

Bennett Bailey
Lumou Vileyall, S. d.

Bennett Bailey
 Against
 A. Johnson et al
 and
 John Bailey
 against
 A. Johnson et al

In chy.

These causes
 came on again this day to be
~~again~~ heard upon the papers
 formerly read, and the dep-
 ositions of witnesses; and was
 argued by Counsel. On con-
 sideration of which and for
 reasons appearing to the Court
~~it~~ is adjudged ordered and
 decreed, that A. Johnsons lien
 upon the lumber attached is
 superior to the plffs, and that
 said lumber is first subject to
 to the payment of the said A.
 Johnsons debt; and it appearing
 from the evidence that James
 Leammicham owes the said
 Johnson a greater sum than
 the value of said lumber, -
 It is adjudged ordered & decreed
 that that each of the ~~plffs~~ ~~liens~~

John Bailey and
 Bennett Bailey
 Decree
 Final.
 A. Johnson et al
 March 7. 1895.
 D. C.
 Jan. 1. 1895
 Enter this
 March 15. 1895

all and will be obtained and making said
 junctions in said causes be
 and they are hereby dissolved
 and the ~~plff~~ bills are each dis-
 missed, and it is ordered that
 John Bailey ^{defendant, A. Johnson} pay to the ~~plff~~
 the cost of this suit and that
 Bennett Bailey ^{said Johnson} pay the cost of
 his suit. And it further ap-
 pearing that A. Johnson ~~has~~
 heretofore deposited the sum of
 \$425.00 to the credit of these suits
 leave is given him to withdraw
 the same. And no further
 action being necessary, these
 causes are stricken from the
 docket, without prejudice
 to the plff to assert their claims
 against the said ~~James Johnson~~

In witness whereof the court has hereunto set its hand and seal at the City of New York, this 15th day of March, 1895.

John Bailey

against

James Harrison et al

and

Bennett Bailey

against

James Harrison et al.

In Motion

of A. in these cases, one
Consolidated and brought on to
be heard together, and on this
motion leave is granted them
to file their answers and
answers which are accordingly
filed. ^{to the bill from the bill} and the said Dever
is over ruled, and it appear-
ing that said Johnson has
deposited the sum of \$1000
to the Credit of said suit,
It is decreed that the said
Johnson on executing a bond
in a penalty of \$1000 with
two good personal security before a
clerk, may all issues that
may thereon be raised against
him in these cases or either
one of them, shall be allowed
to to have receive said \$1000

Samuel J. G. A. K. O. i.

25 Dec 1894.

Samuel J. G. A. K. O. i.

Nov. 7. 1894

Fuller & Co. Inc.
Or P. Page 126

Fuller & Co. Inc.
Nov. 17. 1894

No. 20 of the month of Jan. 1895.
The copy of the same is
sent to the Editor of the
Centennial.

in ^{WE} our behalf
now pending in the Circuit Court of this County, Virginia and

in my County of record

1st Feb

Attest

1.

State of Tennessee

Hawkins County

The deposition of James Carmichael taken before me A. T. Bowen a Notary Public in and for the County and State aforesaid at my office in the town of Rogersville, Tennessee, pursuant to a notice hereto annexed on the 7th. day of Feby. 1894,

between the hours of 7 A. M. and 7 P. M. to be read in evidence in

XX

XXXXXXXXXXXXXXXXXXXXXXXXXXXX two certain Chancery causes brought on to be heard together and now pending in the Circuit Court in the County of Lee, in which Bennett Bailey and John Bailey are Complainants and James Carmichael and A. Johnson are defendants, in behalf of the Complainants in the said cause.

Present R. L. Pennington Complainants Atty. and Judge C. T. Duncan, Atty. for A. Johnson and James Carmichael for himself.

The witness James Carmichael being duly sworn deposes as follows:

Ques. 1. State your name age and residence?

Ans. My name is James Carmichael, I am 37 years old and I reside in the town of Rogersville, Tennessee.

2. Did you not formerly live in Lee County and when did you leave there?

Ans. I did and left there sometime in August 1894.

3. At the time you left there did you leave any property? if so, what was it?

Ans. I left what lumber and logs I had on hands and my household and kitchen furniture and an old saw mill.

4. Did you owe to John and Bennett Bailey any some of money, if so how much to each?

Ans. I owed them but cannot state the amount I owed either of them.

5. Did you not owe Bennett Bailey as much as the sum of \$184.00 the amount claimed by him in his O. Bill?

Objected to by A. Johnson because leading.

Ans. I can't say that owed him that exact amount but I owed him something over \$150.00.

6. Did you not owe John Bailey as much as the sum of \$182.66?

Ans. Objected for same reason above stated.

Ans. I owed John Bailey to the best of my knowledge \$160.00.

7. For what did you owe John and Bennett Bailey these sums of money?

Ans. It was for logging.

8. Was there an agreement between you and Mess. Bailey concerning the securing of their work at this logging, if so what was it?

Ans. There was a verbal agreement, which was that Mr. Bailey was to do the logging at different prices and during the time of his logging I was to pay him any thing he should need in the store while doing this logging and I agreed to pay him the remainder of his account after each set was sawed and put on stick, with the understanding that the lumber was to stand good for the logging of said timber until it was settled for, this agreement was made on the first ^{set} and nothing further said about it.

9. Was it not your understanding that this contract that the logs and lumber should stand good for the logging on all the work which they did

Ans. Objected to, the witness has already stated the contract and it is the business of the Court to construe it and his understanding of it is not admissible for any purpose.

Ans. My understanding or at least I looked at it in that way that ^{the labor} ~~that~~ should be a lien on the logs ^{& lumber} which they hauled.

10. Was it your understanding that the lien on this lumber would apply only to sets #1 & #2?

Ans. No I did not understand it that way, we made this agreement on sets 1 & 2 that the lumber out of those sets would stand good for the price of logging.

11. Did you understand that this agreement continued on the other work done by the Baileys?

Ans. Objected to for the same reason last stated.

Ans. I supposed it did.

12. How much lumber did you leave in the Pocket Country ^{the labor} and on the side tract?

Ans. To my best recollection I left about 390 or or four hundred thousand feet of logs and lumber together, about three hundred thousand feet of lumber and about one hundred thousand feet of logs.

13. How much was the lumber worth per thousand and how much the logs?

Ans. The lumber ought to be worth about \$11.00 a thousand on the yard, and the logs from \$5.50 to \$6.00 per thousand.

14. Did A. Johnson have any interest in this lumber other than arising under the contract?

3.

entered into by you and him on the 17th. day of Feby. 1894?

Ans. He had an interest in ~~xxxx~~ the lumber to the extent of his advancements on sets 3 & 6.

15. Did he have any interest in the other lumber on which he had made no advancements? which was situated in the Crab Orchard Country?

Ans. None only by virtue of our contract.

16. When you made your answer to question 12 did you include all the lumber or only that situated in the Crab Orchard Country?

Ans. I only included the lumber ^{& logs} that was left by me in the Crab Orchard Country ~~xxxx~~ when I left there.

17. How much more lumber beside this did you leave?

Ans. I left from somewhere between thirty and forty ~~hundred~~ thousand feet between the depot and cattle pen on the side tract at Pennington Gap.

18. and logs about thirty to forty thousand feet in the Pocket Country on set 13.

18. Did you leave a quantity ^{of lumber} amounting to about 30000 feet on the lands belonging to Rhoda Smith and about the same quantity on the lands belonging to Jasper Kelley?

Ans. My best recollection I left somewhere from forty to fifty thousand feet on the Rhoda Smith land and the amount of the Jasper Kelley timber I don't remember whether it was thirty or forty thousand feet.

19. Did A. Johnson have ^{any} interest in this lumber other than that arising from the contract with him dated Feby. 17th. 1894

Ans. He had none only by virtue of that contract and the advancements he had made me on those sets.

20. How much money all together did you owe A. Johnson at the time you left Pennington Gap?

Ans. I owed A. Johnson himself from \$400.00 to \$500.00 to my best recollection, my best recollection of the account ~~was~~ ^{was} ~~not~~ ^{not} Johnson's store was that it was from \$1100.00 to \$1200.00.

Cross-Examined.

Ques. 1. In answer to question 8 of your examination in Chief you state there was a verbal agreement between you and the Baileys that you were to pay them such things as they needed in the store during the time of logging and to pay the remainder after each set was sawed and ~~out~~ ^{put} on ~~a~~ ^a stack, with the understanding that the lumber was to stand good for the logging of said timber until it was settled for, when and

4.

where was this contract made?

Ans. The contract was made in the spring of 94 in March I think and as to where we was at I am not positive.

2. Who was present when said contract was made?

Ans. I can't answer that either.

3. Was any other person present you and said Bailey?

Ans. These contracts were not both made at the same time, I think the contract with Bennet Bailey was first made. I do not remember when or where the said contract was made, whether in the Crab Orchard or down at Pennington Gap and am unable to state whether any other person was present or not. My recollection is that the first time John Bailey and myself had any talk in regard to our trade was on Sunday he came to my house at Pennington Gap Ned Parsons with him to see me in regard to this logging and whether we came to our agreement then or afterwards I can't state.

4. When John and Bennet Bailey hauled the logs for you where and to whom did they deliver them?

Ans. They delivered the logs at the several sets to which they hauled them on the ground pointed out by me for the purpose and I there received them.

5. After the lumber was sawed and put on stick at these several sets did it remain in your possession until you left Lee County, if not in whose possession was it?

Ans. Sets one and two had been hauled to the R. R. & delivered to Mr. Johnson set 3 and the small set at Cooney Chapel I had commenced delivering at the side tract at Pennington Gap when John and Bennet Bailey had injunctions served on me inhibiting me from removing said lumber.

6. From the time said lumber was sawed and put on stick until you got ready to haul it in whose possession was it?

Ans. It was in my possession.

7. Who hauled ~~sets~~ for you sets #1 & #2?

Ans. Bennett Bailey logged set one and John Bailey logged set 3.

8. Had you paid them up entirely on the hauling of these sets or is a part of their claim against you for logging done on sets one and 2?

Ans. I had paid John Bailey up, probabilities are that I owed Bennet Bailey about \$30.00 on set one which is a part of his claim that he is now serving against me.

9. Had you and the Baileys made a settlement before you left Lee County by which you ascertained the exact balances due each one of them?

Ans. I had a kind of settlement with the boys before I left there, they come to my house and we got our books and made a settlement, I am not positive whether we settled all of our little outside items or not but I rather think that we settled entirely.

10. Is that settlement reduced to writing, and if so where is it?

Ans. At that time I think we had our books in such shape that each would show how each stood. I left my books in Pennington Gap in my desk.

11. ~~XXXXXXXXXXXXXXXXXXXX~~ What was the value of sawing by the thousand feet in that Country where these several sets were located?

Ans. It was generally considered worth about \$3.00 per thousand for sawing and sticking.

12. In answer to question 13 you say that logs were worth \$5.50 to \$6.00 per thousand feet and that lumber was worth about \$11.00 per thousand feet on the yard how do you make that difference? and get lumber up above \$9.00 per thousand?

Ans. \$11.00 per thousand is my estimated value of the lumber after it was on the sticks.

13. In answer to question 20 you say you owed Mr. Johnson from four to five hundred dollars and N. L. Johnson at store account of \$1100 or \$1200, does that sum of \$400.00 or \$500.00 or the account of \$1100.00 or \$1200.00 include the amount or any part thereof that Mr. Johnson has paid to parties from whom you purchased timber since you left there?

Ans. It does not. ~~include the~~

14. I now shew you a paper which purports to be an account and settlement ~~XX~~ between you and Mr. Johnson on the the two Cooney sets please tell me if the same is correct as you can best remember?

Ans. I don't regard it as a final settlement but after the lumber was put on stick Mr. Johnson and myself made an estimate of the lumber on said yards and so far as the figures are concerned on this paper I of course cannot tell whether they are correct or not but so far as my knowledge goes I see no error in them known to me. The lumber for which I am credited is from one hundred ^{sixty} to one hundred and sixty ^{three} thousand feet, Mr. Johnson and myself estimated said lumber on stick at

one hundred and seventy thousand feet which estimate I thought was small; that is I thought when the lumber was measured that it ~~was~~ would measure out more than the one hundred and seventy thousand feet. My account as here presented seems larger to me than ~~it~~ I thought it was.

Said paper is marked set 3, Carmichael.

It is agreed that either party to the suits in which this deposition is taken may read in connection with it and as a part of this deposition the deposition of this witness in the cases of H. J. Morgan and J. F. Scaggs VS said Carmichael now pending in the County Court of Lee County which depositions have this day be taken and we further waive the addition of a formal certificate to this deposition and agree that it be read without such certificate and further this deponent saith not.

James Carmichael

Rogersville Tenn.

July 8, 1894

It is agreed that this deposition may be read without the certificate of the Notary or his seal -

Pennington Bros.

Atty for John T. Burt & Bally

Duncan & Hyatt
Atty for A. Johnson

Depo. of James Carmichael

Bennett Bailey, chal.

vs} In Chancery

James Carmichael

Witness for 2 days \$1.00

Notary's fee for taking depo. \$2.80

\$3.80

A. T. Brown Atty

Notary's fees paid by Plaintiff

John & Bennett Bailey Plffs }
vs. } In Equity.

James Carmichael et al Deft

The deposition of E. W. R. Gowing
taken before me H. C. Gaslyn a
Justice of Peace for the County of
Lee and State of Virginia. by
Consent, at the law office of our
Plaintiff & Gowing in the Town
of Jonesville Lee Co Va on the
9th day of March 1895. to be read
as evidence in behalf of the Plaintiffs
in a certain suit in equity now depen-
ding in the Circuit Court of Lee County
wherein John & Bennett Bailey are
Plaintiffs and James Carmichael & others
is defendant.

E. W. R. Gowing a witness of lawful age
being duly sworn, deposes as follows.
by Plffs Counsel.

Ques

Did you have a conversation with A. Johnson
at anytime in regard to the lumber he claims
to have purchased from James Carmichael
and the removal of which was enjoined
in the above mentioned causes, and if so
when, ^{where} was it and what did he say in re-
gard thereto?

Ans

I had a conversation with A. Johnson
in regard to this lumber. This con-
versation, occurred here in Jonesville

in the Court room of the Court house, This was sometime after the action had been instituted by the Bailey boys. but I do not remember just how long thereafter. In this conversation. Mr Johnson said to me among other things that he had made an advancement on this lumber in question. and that there ^{would be} more than enough of the same to pay his advancement and our claim also. The claims designated as our claims. means the claims of the Bailey boys. The plaintiff in this suite. My impression is that he said that he had measured the lumber and knew how much there was. but I cannot recollect whether or not he stated the number of feet

X 24

Did he say he had measured the lumber. or that he had estimated the amount of lumber in said lot or lots.

Answer. My recollection is, that he mentioned a measurement and also an estimation but whether he said. he had

estimated it himself and some-
other one had made a measurement
or vice versa I cannot now say.

2 By way of refreshing your
memory did not Mr Johnson
tell you that he and Cornish had
estimated said lumber to 170,000 feet

Ans I cannot now remember whether he
mentioned the number of feet
or not. Nor do I remember whether
he said himself and Cornish or
himself alone, or himself and some
other person measured or estimated
the lumber.

3. Had the injunction been granted in
the Bailey case at the time you
had said conversation or was it
about the time the warrants were
pending against the parties for Tres-
pass?

Ans The injunctions had been granted.

4 How came you and Johnson to be
discussing the matter.

Ans. Mr Johnson came to me, and began
the conversation but just what his
object was I do not now remember.

5 What conversation have you with
these cases?

Ans. I am of Counsel for the Plaintiffs.

witness claim
1 day .50 cts

And further this deponent soith not:
E. W. R. Ewing.

Virginia Lee County Court:

J. Henry C. Joslyn a Justice of the
Peace for the County and State
aforesaid. do hereby certify that the
foregoing deposition of E. W. R. Ewing,
^{was} ~~was~~ duly taken. Sworn to and
subscribed before me. at the time
and place mentioned in the Caption
of the same.

Given under my hand this 9th
day of March 1895.

H. C. Joslyn J. P.

John & Bennett Bailey

vs.

James Carmichael et al

The deposition

of E. W. R. Ewing

Received from H. C. Joslyn
the Justice before whom
taken and filed this
the 9th of March 1895.
W. B. Murray Clk

J. P. Fee 75-cts

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Pennington News, p. 9

John & Bennett
Bailey
vs. { notice to take
deposition
Geo. Lemmings & Co

W. H. Cyatt

Tennessee-

The depositions of James Carmichael taken before me, T. A. Bowen, a Notary Public, in and for the County ~~XXXXXXXXXXXXXXXXXXXX~~ of Hawkins, and State of Tennessee, pursuant to the notice hereto annexed at the Office of E. M. Spears in the town of Rogersville, and State of Tenn. on the 16th. day of Jan'y. 1895, between hours of 7 A. M. and 8 P. M. of that day, to be read as evidence in behalf of John and Bennett Bailey, in two certain consolidated Chancery causes now pending in the Circuit Court of Lee Co., Va. wherein the said John and Bennett Bailey are plaintiffs and said James Carmichael and A. Johnson are defendants therein.

Present E. W. Pennington Att'y for plaintiffs, James Carmichael for himself, and _____ for said A. Johnson.

Question # I

Give your name, age and residence, *VC*.

Answer.

My name is James Carmichael, my age is 37 years, I now reside in Hawkins Co., Tenn. I left Hawkins Co., Tenn. in the spring of 1891 and moved to Lee Co., Va. where I resided until about the middle of August 1894, at which time I moved back to Hawkins Co., Tennessee. Bringing with me all of my effects except house-hold and kitchen furniture, and logs, timber and lumber and an old saw mill. In the depositions heretofore given today I forgot to mention that I left the saw mill. At the time I left Lee Co., Va. I was indebted to said plaintiffs in the sums of money which they mention in their bills, which sums I owed to said plaintiffs for logging at what was known as the Cooney ~~XX~~ sets. The timber logged by said plaintiffs was to stand good for their bills for logging the same. This agreement was a verbal one; but my best recollection is, that said A. Johnson knew of this agreement, before he advanced me anything on the said timber and lumber on the Cooney sets. On these two sets, he advanced me some Four or Five Hundred Dollars, in the way of notes, which notes were discounted at the Pennington Gap Bank, and their proceeds paid mostly to the parties from whom I purchased the timber. During the Spring and Summer of 1894 I ran an account in the store of N. L. Johnson, the wife of said A. Johnson, I gave orders to my work hands to her, which she paid in goods out of her store, and I also get goods from her for my own and families use, all of which was charged to my account, on her books in the store. When I left Lee Co., Va. I left there, in the Crab Orchard country, about 200 M. ft. of lumber at the two Cooney sets, about 30 M. ft. at the Jasper Kelly set, about 50 M. ft. at the Rhoda Smith set, about 60 M. ft. below the said Smith set, at S. N. Parsons, and some 60 M. ft. at Dave Calton's. Most all of this lumber was sawed and on stick, and what was not sawed and on stick was yarded. All which lumber and timber, as I am informed, said Johnson or his wife has taken possession of and appropriated to their own use. If they have so possessed themselves of said timber and logs and lumber it was more than sufficient to pay them, or either of them any sum of money that I owed either of them. I did not give said Johnson, or any other person any authority to take possession of any of the said lumber, logs or timber. I think there was at least 300 M. ft. of lumber sawed and on stick, worth about \$ 11.00 per M. ft. where it stood, and the logs left there were worth about \$ 5.00 or \$ 6.00 per. M. ft. I think there was something about like 100 M. ft. of logs. Said A. Johnson has no interest whatever in the said lumber and logs, except such as he might have acquired by virtue of the contract entered into between he and I, dated Feby! 17th. 1894. In making up my estimate as to what I shall owe Mrs. N. L. Johnson, I ~~have~~ have not included therein the amount I may be due her by virtue of a ~~certain~~ certain deed of trust, executed about Dec. 1893, on a certain saw mill.

2.

Said A. Johnson advanced me no money or anything on any of said lumber except on said Cooney sets.

When I left, I had not paid the stumpage bills for the lumber at the Smith, Kelly and Parsons sets. I think I had paid some of the timber bill on the Calton set. And further this deponent sayeth not.

James Carmichael

Tennessee :-

County of Hawkins;-to wit :-

I, J. A. Bowen, a Notary Public in and for the County and State afore said, do hereby certify that the fore going deposition of James Carmichael, was duly taken, sworn to and subscribed to before me at the time and place and for the purposes in the Caption mentioned. Given under my hand and Official Seal., this the 16th. day of Jan'y. 1895.

J. A. Bowen

Notary Public
James Carmichael

Bennett Bailey et al
vs Depositions
James Leavitt et al

Received by [unclear]
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The depositions of A. Johnson *James Myers, Jr.*
D. Zier, R. T. Owen, G. A. Watterburg

taken pursuant to notice, at the Office of Duncan and Hyatt in the town of Jonesville, on the 1st day of March 1895, before *County of Lee & State Virginia*
me, the Notary Public for the to be read as evidence in behalf of the defendants in a chancery cause now pending in the circuit Court of Lee County, in which Jon Bailey and Bennett Bailey are the Complainants and James Carmichael and others are defendants.

Present R.L. Pennington ~~and J. W. Pennington~~ attorneys for the complainant and Duncan and Hyatt Attorneys for the defendant A. Johnson

A. Johnson a witness of lawful age being first duly sworn deposes and says:-

Ques. 1 Please state your residence and occupation?

Ans. I reside at Pennington Gap Lee County Va. Merchant and lumber dealer.

Ques. 2 Did you have a contract with James Carmichael, in the year 1894, for the purchase from him of lumber, if so was said contract in writing, if so give the date of said contract and file said contract, or a copy of it with your said deposition?

Ans. I did have a contract with said Carmichael for the purchase from him of a large amount of lumber, said contract was in writing and is dated the 17th day of February 1894, I have not the original in my possession, but file herewith a certified copy of said contract, marked "AB".

This question and the answer thereto are excepted to so far as it calls for anything that is stated in the contract, because the writing is the best evidence of what it contains.

R.L. Pennington for plffs.

Ques. 3. If you made any advancements to Mr. Carmichael under said contract, please state the amount thereof as nearly as you can, and in doing so give the amount of lumber upon which you made advancements, the amount of said advancements on each set separately.

Ans.

On sets one and two I settled with Carmical before he left the State. The lumber on these two sets had been delivered on the R.R. and ~~it~~ had been received by me.

I had advanced on set three before this suit was brought \$1600.00. Upon this set Mr. Carmical and myself estimated the lumber to be 170,000 ft. I have received out of said set 156,608 feet. Part of this lumber had been hauled, but had not been received, at the time this suit was brought; the remainder had not been hauled to the R.R. at that time. I had hauled 142,910 feet thereof, and paid \$2.75 per M for said hauling, the amount so paid by me for said hauling amounting to \$392.97. I also paid to P.C. Thompson for timber on this set \$79.71; various orders to Carmical after this estimate was made amounting to \$293.64. The total amount paid by me on this yard was \$2366.32 everything included. The total value of the lumber received from this set is \$1893.89 at the Railroad station, at Pennington Gap. This lumber was sawed at two different sets at Cooney's chapel or near there, known while being sawed as sets three and five, but both sets treated together by Mr. Carmical and myself as set M No. 3, and this is the lumber the removal of which was enjoined by the complainants, John & Bennett Bailey.

Carmical sold No. 4. to E.M. Spears. I made some advancements to Carmical on this set, but he let Spears have it and I did not get any of the lumber manufactured at said set. I advanced Mr. Carmical between \$95.00 and \$100.00 on said set 4.

On sets 6. 8. & 9. we ran the accounts all together, as they were ~~xx~~ small yards. I advanced to Carmical on these three sets \$1206.99. I afterwards paid for hauling for 138,000 ~~feet~~ feet of this lumber at \$4.00 per M amounting in all to \$552.00 making a total amount paid on these yards of \$1758.99. I received from these yards 138,001 feet of lumber at our contract price amounting to \$1604.62. It will thus be seen that I paid and advanced for Carmical on these three sets \$154.37 more than the value of the lumber received from them. ~~Set 6. 8. & 9.~~

These sets were located in the Craborchard, one located on the Rhoda Smith land, one near S.W. Parsons' and the other I do not know on whose land it was located.

Set 7. was located in the Pocket country, on the head ~~amx~~ of Straight Creek, and so was set 13. On this set I advanced \$319.64 to Carmical, and received from this set \$67.83 worth of lumber, leaving still unpaid on this yard \$251.81. E.M. Spears got all of this yard except the \$67.83 worth above spoken of, and what was levied on by Carmical's creditors.

On set 13. I had advanced \$214.97 when this suit was brought and never received any lumber at all. E.M. Spears got the lumber from this set. *except what was levied on by Carmical's creditors*

On set 10. I paid \$387.19 in all, and received in lumber \$333.63, leaving a balance due me on this yard of \$53.56.

On set. 11. I paid \$34.50, and have received ~~\$5x~~ \$12.00 worth of lumber, leaving due me on this yard, \$22.50. The ~~ex~~ logs at this set were sold by the parties who owned the timber to Mr. Watenbarger before they were sawed, to pay for the timber and logging.

On set 12. I paid and advanced \$31.70, and have received nothing.

The foregoing are all the sets on which I advanced any thing to Carmical, and are all on which I had any thing to do with him, under our contract. The total amount due me from Carmichael, under the contract between him and myself, including the amount, for which I have sued Spears, and which he claims as I understand that he ought not to pay, is \$1020. 71.

The foregoing question and the answer thereto are objected to, because immaterial and irrelevant to the issue these cases.

R.L. Pennington for Pltffs.

Ques. 4 Did you know of any lien upon the lumber in set 3 or 5 held or claimed by the Plaintiffs John and Bennett Bailey or either one of them at the time you made the advancements mentioned by you above on said sets?

Objected to because illegal irrelevant and immaterial.

R.L. Pennington for Pltffs.

Ans. No Sir.

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Ques. 5 Where was said lumber, and in whose possession was it when you made said advancements?

Ans. It was on the yards where it was sawed near Cooney's chapel at the time I made said advancements, said lumber was then in the possession of James Carmichael. At the time Carmichael and myself made the estimate on which said advancement was made Mr. John Bailey was present. He made no objections heard by me.

Ques. 6 Who was in the possession of the lumber at the Rhoda Smith set and at the set on the lands of Jasper Kelly, attached on in this case, at the time you made the advancements on said lumber on or at said sets?

Ans. Mr Carmichael was in possession of said lumber.

Ques. Have you received enough lumber from said two sets to reimburse you for the advancements made by you on said sets, and for hauling said lumber, if not how much is still due you on said two sets individually?

Ans The number of these sets was 8 and 9 as I understand the numbering, I kept the accounts of 6,8,and 9 together, and as above stated I paid out on the three sets \$154.37 more than I received, I can safely say that I did not receive as much lumber from these two sets as I had paid for.

Ques. 8 In your statement of the amount of lumber received from these two yards do you include the lumber that was attached on in these suits?

Ans. I do.

Ques. 9 Had you paid for the same before said attachments were served?

Ans. I had , and was hauling the lumber at the time.

Cross examination.

Ques.1 What three yards were first sawed? and put on stick?

Ans, One two and three, four was being sawed at the same time three was, by another mill

Ques. 2 How many thousand feet were there in sets 1,2,& 3?

Ans. When said lumber was put on stick at yard 1 it was estimated by Mr. Carmichael and myself at 60000 feet, yard 2 was estimated at 117000 feet, yard 3 was estimated at 170000 feet, by ac-

Ques. 3 When these sets were delivered and actually measured how much ones and two , commons and culls were there in each set?

Ans. ~~XXXXXXXXXXXX~~ Sets one and two were delivered and settled for while Mr. Carmichael was here Mr. Carmichael had a man present who kept tally for him, which tally was compared with mine, and the amount of ~~XXXXXXXXXX~~ of the yard as a total was entered to his credit, I can not therefore tell the amount of either ^{grade} ~~kind~~ of lumber contained in this set. In yard 3 there were two Car loads measured before Carmichael left in the same way as sets 1 & 2 and I do not know from memory the amount of the different grades of lumber contained in said two car loads, out of the residue of set 3 I got ~~XXXXXXXXXX~~ 24530 one and twos, 58720 feet of Commons and 35352 feet culls and 5006 feet of mill culls.

Ques 4 Have you no paper in your possession that will show the exact amount of 1 & 2 's commons and culls which you received on these three sets?

Ans I think I have at home.

Ques. Then I will insist on your making a full answer to question 4 and I will ask you to obtain the paper as soon as you can and answer the question.

Ans. I will get said paper if I can find it and file it as a part of my answer marked "AC"

Ques.5. ~~XXXXXXXXXX~~ How much did the two car loads mentioned in your answer to question above amount to in dollars and cents?

Answer. \$227.25.

Ques.6. ~~How much lumber did you receive from Cooney's, measured and graded it at the Railroad station?~~
~~Where did you receive this lumber?~~

Answer. I hauled the lumber from Cooney's, measured and graded it at the Railroad station.

Ques.7. ~~Was~~ Did Mr. Carmichael sell you any other lumber than that which was to be delivered to you under the contract which you filed with your deposition, which was to be delivered to you at Pennington Gap Va.

Answer.

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Answer.

No Sir.

Ques.7.

Then why did you take possession of the lumber which Carmical had left at set three, haul the same to the Railroad, possess yourself of it and use it as your own?

Answer.

Because I had advanced Mr.Carmical about \$1600.00 on this yard, and he had failed to ~~to~~ deliver the lumber ^{to the Railroad} according to our agreement, having left the State. I had the lumber hauled to the Railroad, inspected and measured in order to get my money.

Ques.8.

Did you take any legal steps to subject this lumber to your claim against Mr.Carmical?

Objected to because no legal steps were necessary under the contract made the 17th day of Feby.1894 when said lumber was sawed was on stick, and the advance of \$9.00 per thousand made upon it, it became the preoperty of Mr.Johnson, and no legal steps, if by the word legal steps is meant a law suit, were necessary. The answer to said question whatever it may be is irrelevant and immaterial.

Duncan & Hyatt, for Johnson.

The Baillet's had inhibited the moving of the lumber, and I made an agreement with them to remove the lumber. Said agreement so made is filed with this suit.

Ques.9.

Your counsel having objected to the foregoing question, and claimed that the property was to become your own after the advancement of \$9.00 per thousand, will you take the said ~~contract~~ contract and point out any clause under which you are to have the said lumber as your own when the advancement was made? and mark that clause "XY".

This question is objected to because the contract shows for itself, and the legal sonstruction of it is for the Court.

Duncan & Hyatt, for Johnson.

Answer.

I claim the lumber by virtue of the contract.

Ques.10.

When was the lumber to become your own?

Objected to because the contract will show, and is the best evidence.

Duncan & Hyatt, for Johnson.

Qu

The lumber was to be delivered at Pennington Gap, I was

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paying what the lumber was worth at the yard, and I was to have a lien on the lumber for the amount that I paid. The contract does not say when it was to become my own.

Ques. 11. Then did you claim this lumber under the lien which you claim to have on the lumber by virtue of a certain clause in said agreement, or otherwise?

Answer. I claim the lumber by virtue of our contract.

Ques. 12. Then did you claim the lumber under the lien which you claim to have on the lumber by virtue of a certain clause in said ~~contract~~ agreement, or otherwise?

Objected to because witness has already answered the question fully above.

Duncan & Hyatt, for Johnson.

Answer. I claim it by virtue of the contract where it says that ~~xxxx~~ ~~xxxxxx~~ he sold me 500,000 to 800,000 feet to be the first lumber manufactured by him after the contract was made, and I have complied with it ~~xxxxxx~~.

Ques. 13. Then you do not claim said lumber under this clause of your contract: "all amounts either money or goods to operate as a lien upon the lumber upon which the advancements are made"?

Answer. I do.

Ques. 14. Then why did you not institute legal proceedings, which you claim to have had against this lumber?

Answer. Objected to because immaterial, irrelevant.

Duncan & Hyatt, for Johnson.

Because I did not think it was necessary.

Ques. 15. Was the lumber in the Rhoda Smith and Jasper Kelly, or the sets on these lands, ever delivered to you at Pennington Gap?

Answer. It was.

Answer. By whom?

Answer. I had teams to haul it. Carmical had left the state.

Ques. 17. Then Mr. Carmical did not deliver the lumber to you at Pennington Gap under the contract a copy of which you file with your deposition?

in due particular

Answer. No. Mr. Carmical failed to fulfill his part of the contract.

Ques. 18. Then why did you take possession of the lumber in the Crab-orchard when the contract was that he should deliver the lumber to you at Pennington Gap, where you were to receive the same,

and settle therefor?

Answer. Because I had paid Mr. Carmical \$8.00 to \$9.00 per thousand feet on said lumber and Carmical had left the state, and I wanted to get my money out of it.

Ques. 19. Then did you claim that you had a lien for the amount which you advanced on said lumber?

Answer. I did.

Ques. 20. Then why did you not institute proceedings to enforce your lien against said lumber instead of taking the said lumber into your possession and acting as a Court of Justice between you and him?

Answer. Because I did not think it was necessary.

Ques. 21. How much did you advance to Mr. Carmical upon these two sets?

Answer. Sets 6, 8, & 9 was small yards and considered by us as one yard. I advanced on these three sets \$1206.99.

Ques. 21. ~~How much did you advance to Mr. Carmical upon these two sets?~~ Considering set 3. in your answer in chief you say you paid \$2.75 per thousand for hauling this lumber, why did this hauling?

Answer. W.D. Zion for one, M.L. Slemp, J.M. Amdis and probably others. I think Lanningham hauled some.

Ques. 22. Did you pay them all the same price per thousand.

Answer. I paid some \$3.00 and some \$2.50.

Ques. 23. What was the total amount of all the advancements made on ~~the~~ the lumber which Carmical left in the County when he left the state?

Answer. Up to Aug. 16th 1894 I had advanced \$3130.59. This advancement was made on sets 3, 4, 5, 6, 7, 8, 9, & 13.

Ques. 24. In what were these advancements made, goods or money. If both how much of each?

Answer. They ^{part} made partly in money and partly in goods. I ran account with Mr. Watenbarger, who was sawing for Carmical, and also with the loggers, Robbins, several of them. When I settled with Carmical I would charge Carmical with the amounts he owed them for work, and give them credit for the same, on their accounts. To get the exact amount of money advanced I would have to have their accounts and also Carmical's and run over all of them. I can however approximate the amount of money

7 !
paid. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ I paid Carmical himself about \$700.00 in cash, and I paid various sums to other parties for him, in cash.

Ques.25. For how much did you sell the lumber which was left by Carmical in this county?

Obj. Objected to because immaterial and irrelevant to any issue in the case. And because it is an impertinent attempt to pry into the private business of a man when no beneficial results can thereby be attained for the Plffs.

Duncan & Hyatt for Deft. Johnson

Ans. I sold the lumber at \$7.00 per thousand for culls, \$13.50 for common, \$21.00 for ones and twoes, that is for one inch stock. I got a dollar more per thousand for thicker stock. There was about 8 or 10% that ran thicker than 1 inch. In payment for this lumber I took 90 day and 4 months paper, which I had to have discounted to use at an average of 10%, per annum.

Ques.26. How much ones and twoes, commons and culls, and how much mill culls did you receive out of the Rhoda Smith ~~xxxxx~~ and Jasper Kelly sets, or sets 6,8.& 9., if you received any.

Answer. The Rhoda Smith ~~XXXXXXXXXXXXXXXXXXXX~~ and Jasper Kelly sets were 8 & 9. and as I have said before in our account 6,8,& 9 were treated as one set. Sets ~~xxx~~ 6,8, & 9 contained 23,778, of ones and twoes, 58,992 feet of commons, 52,673 feet of culls, and 588 feet of Mill culls, making in all 136,031. I had added it up before and made it 138,001 feet, but find from a more careful addition that it ought to be 136,031 feet.

Ques.27. Did you give any notice of the sale of the Carmical lumber either by written or printed notices? by posting or otherwise?

Answer. I did not.

Ques.28. Did you sell it at public auction?

Answer. I did not.

Ques.28. Who became the purchaser of it?

Answer. M.E.Farrin.

Ques.29. Did you have the lumber in your own possession when he left the state?

Answer. The lumber was in Carmical's possession at that time.

10
Ques. 30. For how much did you sell the mill culls?

Answer. I sold them at \$4.00 per thousand F.O.B. Pennington Gap, subject to the same discounts spoken of above.

Re-direct examination.

Ques. 1. You are asked in your cross-examination, if you took any legal means of enforcing your lien on the lumber left by Carmichael on which you had made advances, now is it not a fact that a great deal of said lumber has been attached on in various cases, in which you have filed petitions, and that the most or at least quite a large amount of said lumber was removed by you after you had given bonds in said cases?

Ans. Yes, sir.

Ques. 2. You state in answer to questions heretofore propounded to you that some of the payments made by you towards said lumber, was after Carmical left here. Now please state to whom, and on what account said payments were made by you, and the amount thereof as nearly as you can tell? I mean on sets ~~XXXXX~~ 3, 6,

Ans. 8, & 9.

Ans. As heretofore stated I paid on set 3. to P.C. Thompson for the timber out of which a part of said lumber was made \$79.71. This payment was made after Mr. Carmical left here. I had paid for timber to A.K. DeBusk & Cooney and Bill Woodward, which timber was sawed into lumber at set three the sum of \$637.00. This payment was made shortly before Mr. Carmical left. In other words, I advanced notes for this sum to Mr. Carmical which he discounted and used for that purpose. On sets 6, 8 & 9, I paid for all the timber out of which the lumber of said sets was made to C.A. Robbins \$10.00, to A.K. DeBusk & Cooney \$437.58 I also paid to the following persons with whom Carmical had settled before he left, the following sums for labor done for him at said sets, to wit. A.D. Robbins, \$65.00; J.A. Robbins, \$62.91; H.H. Kelly, \$10.00, I also paid in the same way on set 3 the the following small sums, to James Lanningham, \$6.76 to C. S. Lanningham \$7.50.

Ques. You have stated that you sold said lumber for the prices named, was this sale on board the cars and if you answer yes, to

then state at whose expense it was put on board the cars, and how much it cost?

Ans.

It was sold to be delivered on board the cars, and was so delivered, it cost twenty five cents per thousand to put it on the cars, and in addition to this it cost the labor of a man to look after the lumber as delivered from the wagons, and the expense of a man to keep tally as the lumber was being inspected, this added another 25 cents per thousand.

And further this deponent saith not.

A. J. H. H. H. H. H.

James P. Myers another witness of lawful age being first duly sworn deposes and says.

Ques I Were you acquainted with James Carmichael, if so how long did you know him?

Ans. I was acquainted with him, I knew him all the time he was at the Gap, which was some two or three years.

Ques. 2 Please state if you ever heard him say anything about the claim of John and Bennett Bailey against, that is whether they or either one of them had a lien upon his lumber or any of it for their claim, state all he said about it if he said anything?

Ans. A short time before Mr. Carmichael left here, I was hauling lumber for Mr Carmichael, the Baileys were taking steps to stop the hauling, and in conversation about said action of the said Baileys I told Mr. Carmichael that they claimed that the lumber was to stand good for the sum due them until it was paid, and Mr. Carmichael then told me that the said Baileys had no lien or liens for their claim.

The above question and answer are objected because the declarations of Carmichael cannot affect the interest of the Plaintiff and are therefore immaterial.

R.L. Pennington for Pltffs.

Cross examination.

Ques. 1 -- Did Baileys claim to you that they did have a lien on the lumber which you have mentioned in your examination in chief?

Ans. They told me that the lumber was to stand good for itself until they got their pay.

Wit claim
1000 - 1000 at

And further this deponent saith
not.

James P. Myers

Another witness, W.D. Zion, being called and duly sworn, deposes as follows:

QUES. 1.- Were you acquainted with James Carmichael, if so how long have you known him?

Ans. From two to three year I have been acquainted with him.

Ques. 2.- Please state if you had any conversation with James Carmichael about the claim of John and Bennett Bayley if so, please state when it was what he said he owed them and whether or no they had a lien on any of said lumber for the amount of their claim, state all that he said about it.

Ans. I did have a conversation with him. it was about the time that the Bayley boys were taking steps to stop Carmichael from hauling lumber from set 3, that is set ^Sat or near Cooney's chappel, my waggon was hauling for said Carmichael, and when I heard what the Bayley boys were doing, I went to Mr. Carmichael and asked him what about it, he told me to send my team back, that they had no lien on said lumber, and that they were claiming that he owed them 300.00 or 400.00 dollars, when he owed them as his books showed some where in \$60.00 This question and the answer thereto is objected to because the declarations of Carmichael can not effect the rights of the plaintiffs in this case, and is therefore irrelevant, immaterial and impertinent to the issue in these causes.

1st claim
1 Day - 50¢

And further this deponent saith not.

W. D. Zion

G.A. Wattenbarger, another witness of lawful age, being duly sworn, deposes and says:

Ques. 1. For Johnson.--- Please state if you were the sawyer who sawed set no. 3., that is the sets at and near Cooney's chapel? If so, how much of said sets did you saw, and for whom were you sawing?

Answer. I was the sawer. I sawed all of set 3. except about 40,000 feet which had been sawed when I got there. I was employed by Mr. Carmichael to do said sawing.

Ques. 2. To whom were the logs delivered when they were hauled in by

(14-14.)
the loggers, that is the logs, that were hauled after you went there as a sawyer?

Answer. They were delivered to Mr. Carmical, that is, he received and measured a part of them, I as his agent received and measured the balance.

Ques.3. Now at the time said logs were delivered did John or Bennett Bailey retain any possession of said logs or of the lumber manufactured therefrom?

Answer. If they did I never heard of it.

Ques.4. Did they tell you, or did you ever hear of any lien retained by them on said logs or lumber, until some time after said set was sawed and the amount thereof estimated by Johnson and Carmical?

Answer. I never did hear of any lien.

Ques.5. Please state how much if any thing was paid by Mr. Johnson to you by the direction and at the request of James Carmical on sets 6, 8 & 9.

Answer. \$386.50.

And further this witness saith not.

With claims

1 day - 100

Geo. Wattenbarger

Robert Owens another witness of lawful age being duly sworn deposes as follows:-

QUES.1 please state if you were the sawyer who sawed set 3., that is, the sets at and near Cooney's chapel? If so, how much of said sets did you saw, and for whom were you sawing?

Answer. I sawed about 40,000 feet at said sets. I was sawing for James Carmical, was employed by him.

Ques.2. Who did the hauling of the logs to said sets; to whom were the logs delivered, when ~~where~~ you were sawing?

Answer. John Bailey and Ben Bailey and Parsons. Ben Bailey hauled what was called the Company logs; John Bailey was hauling on the Debusk & Cooney timber. The ~~where~~ logs were delivered to James Carmical. Either Carmical himself, or myself, as his agent, measured and received the logs so hauled, while I was doing the sawing. I did all the sawing at said sets until Wattenbarger and Carmical swapped mills, and then I suppose

Mr. Wattenbarger did the rest of the sawing.

Ques. 4. Were you present and did you hear the contract made by which James Carmical hired John Bailey to haul said logs? If so what was said contract and when was it made?

Answer. If I was not present when any particular contract was made as to set ~~2~~ 3., but I was present when they made a contract in regard to set 2. That contract was made at Carmical's house on Sunday, but I do not remember what day, but think it was in the latter part of February or the first of March 1894. John Bailey agreed to haul the logs to the yard at \$2.25 per thousand and which Carmical agreed to pay him.

Ques. 5. Was anything said about a lien being retained by Bailey on said logs or lumber until his haul bill was paid ~~XXXXXXXXXXXX~~?

Answer. There was not.

Ques. 6. Now please state if you heard them say anything in regard to the hauling done by John Bailey on set 3.

Answer. When we finished set 2. and ~~was~~ I was setting up the Mill at set three, Carmical was measuring the first logs that had been hauled in at set three. Bennett had logged the logs that had already been hauled in, and seemed like he was not satisfied with the measurements, and said he was going to quit unless he could get a good measurement or enough for hauling the timber. John Bailey had come up about that time, and Carmical asked him what he would take to log the timber in, and John Bailey remarked that he could not tell him until he went around and looked at the timber. Carmical and John Bailey went to the woods and were gone some three or four hours, and came back to the yard, talking about the logging still. Carmical asked Bailey how about it, and John Bailey replied that he would go on with the same contract they had about set 2. Carmical told him all right, to go on with the logging.

Ques. 7. Please state if, before the time Carmical left here, and while you were sawing said set ~~XXXXX~~ 3., you ever at any time heard of the Baileys having a lien on said lumber or logs until their haul bill was paid, or that the lumber was to theirs until their logging bill was paid?

16
I never heard of any lien whatever, until after the Baileys brought suit.

Ques.8. Did you ever hear James Carmical have any talk about whether the Baileys had a lien on said lumber about the time they brought their suit, or about how much he owed them? If so state what he said and when it was.

Ans. About the time the Bailey ~~En~~ boys stopped the teams from removing the lumber to the R.R.Station, I think about the latter part of July 1894, Carmical said they need not be kicking that he did not owe them but very little, and got his book and ran it up and said he owed them about \$67.00, and that they had no lien or any writings ^{to show} that they had any right to stop ~~the~~ the teams from hauling.

Ques.9. Who paid you for the sawing you did at set 3, and how?

Answer. Mr.Carmical gave me orders to N.L.Johnson's store for what I took up while I was working there.

Cross Examination.

QUES1,- Can You state positively withot any reervation, that on the Sunday which you speak of in your panswer in chief above, whe Bayleys and Carmichael made the contract concerning the hauling of the lumBer, that nothing was said about the Balies having a lien on the lumber for their work; or is the said answer above only as you remember it?

Ans. It was as I remember it.

QUES.2. Was there any other persons present when the said contract was made swith Bayley concerning the hauling of the lumber, if so who were they?

Ans. The only persons that I remember was Ned Parsons.

~~XX~~

QUES3. And further this deponent saith not.

Ques. for Johnson. Please state if you know what Carmical, ^{paid} teams for hauling lumber from sets.3. to the R.R.Station at Pennington.
~~for~~ Objevted to because irrelevant, impaterial and impertinent to the issues in the case.

R.L.Pennington, for pliiifs.

Jno & Bennett Bailey

vs } Depositions
of
1 H. Johnson

A. Johnson

Rec'd from Notary
before whom taken
& filed, this 2^d day
of March 1875.

ATB Munsy

With fees - 3.00

Notary fees -

11th Jan at 45 = 8.25

Notary fee Pd by
A. Johnson.

(17.)

Ans. Carmical told me to tell every man I saw that had a ~~team~~ team that he ~~was~~ ^{would} paying \$3.00 a thousand for hauling to the R. Station at Pennington.

Cross-examination.

Ques. 1. Do you know of your own knowledge what Mr. Carmical paid team for hauling?

Answer. I only know what he told me to tell them.

And further this witness saith not.

Wit Claims

2 Days - 1⁰⁰

R. G. Allen

Virginia, Lee County, to wit:
I, D. P. Seiwel, a Notary Public for the county aforesaid in the state of Virginia, do certify that the foregoing depositions of A. Johnson, Wm D. Zion, James Myers, R. G. Owen & G. A. Wattenbarger were duly taken, subscribed & sworn to before me, ~~at the place &~~ on the 1st & 2nd days of March 1895, having had a witness in examination when the hour for adjournment on the 1st March 1895 was argued & adjourning order being waived to continue on the 2nd of March 1895, ^{at the place &} for the purpose in the caption mentioned. Given under my hand, this 2nd day of March 1895.

D. P. Seiwel N. P.

James Carmichael & A. Johnson:

TAKE NOTICE. That ³⁰ I, on the 29th day of October, 1894, at the and Office of E. W. Pennington, in the town of Pennington Gap, Lee County, Virginia. will proceed to take the deposition of John Bailey, Bennett Bailey and others which, when taken, I intended to be read as evidence on my behalf in a certain suit in Chancery now pending in the Circuit Court of Lee County, State of Virginia, in which Bennett Bailey is plaintiff and James Carmichael & A. Johnson are defendants.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the taking thereof will be adjourned from time to time, and from place to place, until completed.

Oct. 25, 1894.
Pennington Bros
- and -
Or, Blankenship & Ewing } attys.

Very Respectfully,

Bennett Bailey,
By Carmichael.

Small Baking
Notice to
take

as { Levee into road.

James C. Mink et al

Executed at the
By delivering
copy of this
Notice to

A. Johnson

M R & K. O. S
for C. E. Mearns
S. L.

The depositions of Bennett Bailey — and others, taken before me, A.G. Hyatt, a notary public for the County of Lee, and State of Virginia, pursuant to notice hereto annexed, at the law office of E.W. Pennington, in the town of Pennington Gap, Lee County, Virginia, on the 30th. day of October, 1894, to be read as evidence in behalf of _____

Bennett Bailey in a certain suit in equity now depending in the circuit Court of Lee County, Virginia, wherein Jas. Carmichael and A. Johnson are defendants, and the said Bennett Bailey is Plaintiff.

Present Pennington Bros., & _____ attys. for plaintiff;

and _____ atty. for A. Johnson.

Give your name, age, residence, and occupation.

ANS. My name is _____

Bennett Bailey. A witness of lawful age, after doing duly sworn depositions as follows:-

Ques. Give your name, age residence and occupation.

Ans. My name is Bennett Bailey; I am now 24 years old; I reside in the unincorporated &k Country, in Lee County; and my principal occupation is farming and logging.

Ques. State how much, if any thing Jas. Carmichael is indebted to you, what for and when due.

Ans. Jas. Carmichael is indebted to me in the sum of \$184.00, if not more. At the time I brought my suit, I was informed by Carmichael that \$184.00 was the amount due me, but recently I am told that it is about \$200.00 more than \$184.00. He owes me this said sum of money for hauling logs for him in the unincorporated Country. Carmichael gave me two saw-logs, one stored that he owed me for one lot of logging for 41,000 feet and the other for 122,000 feet at the price of \$2.75 per thousand feet. On this logging he paid me orders at Johnson's store \$15.00. He also owes me a note of twenty dollars for logging and \$6.00 for moving his saw-logs from the log-pile to the Zion yard. This money should be paid

by the terms of the contract which I had with Carmichael when the logs I hauled was saved and on Stick. Carmichael sawed these logs and put them on stick- ~~this was done~~ about the last of April or the first of May, 1891.

Ques. State what your contract was with reference to securing you, for your logging, or such money as he might become indebted to you, if you had any contract.

Ans. Carmichael got me to make the contract for him to buy the trees, and he agreed to let me log ~~them~~, that is to haul ~~them~~ in to the saw-mill from the woods; and our contract was that if he could not, or did not pay me for the hauling or logging, it was to be my timber, and I was to have the right to sell and dispose of the same to pay me my hauling bill and also for the moving of the said mill. This contract was not in writing because the said Carmichael at the time he made the said agreement with me said it was not ~~unnecessary~~; that witnesses called to hear the terms of the contract was sufficient, and was as good as if in writing. Accordingly witnesses were called to witness the terms of the contract.

Ques. State if you, after you had hauled said logs to the saw-mill delivered the same or the lumber made therefrom to the said Carmichael, or did you still hold them under your contract?

Ans. I never delivered the said logs or the lumber made from them to the said Carmichael. He moved a few hundred feet of it, but he did so without my knowledge or consent. When I found out he was moving the same without having paid me my logging bill, then I sued out this injunction. I contracted for Carmichael for all the trees that were the said 41367 feet, the other he bought himself from the Great Northern Lumber Co. I am now told that these logs that came out of the timber which was bought from the said Company amounted to ~~7000~~ ^{about} feet, instead of 17,000 feet. At the time I made this contract with said Carmichael I was informed by him that he had a contract with the ~~Great Northern Lumber Co.~~ ^{made} to sell the same. I think the contract made by me and the ~~Great Northern Lumber Co.~~ ^{made} was about the first days of March, 1891.

Ques. Cross examined by Deft. Johnson's atty.
 Ans. Did or not the \$10.00 more constitute a part of the \$14.00,
 and for what was it given?
 Ans. It is a part of the said \$14.00, and was given for a part of the
 logging of the said timber. The six dollars for roving the said saw-
 mill is also a part of the \$14.00.
 Ques. By the terms of your contract with Barnard were you to also
 to have a lien for the \$10.00 and the \$4.00?
 Ans. I was, on the lumber or logs raised by me.
 Ques. In the event you were not paid your logging bill by the said Bar-
 nard how much of the said logs or lumber was to be yours.
 Ans. All that I raised was to be mine.
 Ques. Who are the witnesses that was called to witness yours and Bar-
 nard's contract?
 Ans. John Holmes, Stephen Parsons, Elias Stapleton, and William Carroll
 were present.
 Ques. You informed you that the lumber or logs that came off the lands of the
 Ohio Lumber Coal & Iron Co. was \$25000 worth instead of \$15000?
 Ans. Robert Owens, the man that sawed and measured it and partly sawed it.
 Ques. Did you cut in all the logs that came off the said Company's
 land.
 Ans. I did and had it done.
 And further this Deponent saith not.

Witness
 Claims
 1000 50/1

Bennett Bailey

Ques. Persons another witness of lawful and of use being duly sworn
 deposes as follows:-
 Ques. What is your age, residence and occupation?
 Ans. I am 45 years old; I live in the Ohio Lumber Country, in the
 Co. and I am a farmer.
 Ques. Do you know where Jas. Barnard is, or so called, or where, after
 he left home, if Johnson said you any sort of money, if so how much
 did he pay you?

Ans. I do not know of my own knowledge as to the whereabouts of the said Carmichael, but the general report is that he is now and has been for some time. After it was reported that Carmichael left here for Lee County, Mr. A. Johnson said he in the store about \$2.00. I had a due bill on Carmichael which he had given me for sawing logs in the Crab Orchard, that is cutting down trees in the woods. And after Carmichael left I presented it to Johnson for payment and he paid me the said \$2.00 on it. Mr. Johnson said he reasoned he would pay it, and if Bailey's claims were good and true, the due bill was for \$10.00, I showed it to him and he has the due bill I suppose, I have it to him.

Cross examined by Jeff. Johnson.

And further this document said not.

[Faint, illegible text]

[Faint, illegible text]

Ques. When did said Johnson pay you the said amt.

Ans. Soon after Carmichael left here I let said Johnson have the said due-bill, and at the time Johnson paid me \$1.00 on it, and gave me a new due-bill for \$9.00 to be paid when the Carmichael lumber was shipped - the lumber that I had sawed. About two or three weeks ago I brought the due bill in to him and he showed it \$1.00, and paid it. He told me at the time he paid the due bill off that the lumber had not been shipped yet, they were about done hauling it to the R.R., if they were not done at the time he took in Carmichael's due-bill, and gave me his, he told me he would pay my claim, that it was good if Bailey's were good.

And further this document said not. *his*

B. J. Parsons
mar 18

*Witness
Claims
1 day 50¢*

Silas Staoleton another witness of lawful age after being duly sworn deposes as follows:

Ques. Give your age, residence, and occupation.

Ans. I am about sixty years old, I live in the Crab Orchard Country in Lee County, and I am a farmer.

Ques. State whether you are acquainted with Jas. Carmichael and Men-

met Bayley

Ans. I am acquainted with them both. My acquaintance with Carmichael was not so extensive as with Bayley.

Ques. Were you present when said Bayley made a contract with said Carmichael to haul in some logs? If so, what was the terms of the contract?

Ans. I was present when the said parties made a contract concerning the logging of some timber. I heard Carmichael say to Bayley that the timber was worth more sawed than in the tree or in the log, that he would consider it the lumber, or timber of said Bayley's, until he the said Bayley had paid his bill for logging the same. This conversation was had at the set called the Stapleton set. The lumber was to remain there until Bayley got his money out of it.

Cross examined.

Ques. From whose lands did Bayley haul the timber said that you hear them talk about?

Ans. A part of it off the land owned by Joel & Iron Co., a part off of Collier, and Andrew Bayley's lands.

Ques. ~~What particular timber~~

Ans. Do you know that it is for this timber that ~~Bayley~~ ^{particular timber} Bayley

paid a bill of \$150.00 to be due him by Carmichael?

Ans. I do not know myself how that is.

Ques. Did Bennet Bayley haul other logs to other yards for said Carmichael?

Ans. He did. He hauled some to the Cooley yard, and others to others.

He stated

Ques. Where did the timber come from that Bayley hauled to the Cooley yard?

Ans. Some of it came off the said Cooley's lands and some of it from J. Cooley's lands. I do not know where it all came from.

And further this deponent saith not

Witness
Cearns
1207 504

^{his}
Silas Stapleton
mark

55.

John Holmes another witness of lawful age after being duly sworn
deposes as follows:

les. Give your age, residence and occupation.

Ans. I am 24 years old, live in the Oak Orchard County, Lee County,
and I am a farmer.

Ques. Were you present when Mr. Jacobus and Kenneth ...
 contract concerning the ... of ... if so, ... the ...
 terms of the contract?

Ans. I was present when said parties made a contract concerning the
selling of some logs. I heard Daniel tell Bailey that the lumber
that he would have in would stump good for the red mill; that he
would not have a single stick of it until it was paid for; and if per-
mised should he pay for said red mill, that Bailey was to have the
lumber of the lumber was there-for and dispose of the same to pay the
mill.

[illegible]

It is not necessary to file the statement of loss of summer, and the In-
dian is to retain 2000 for the summer.

Ques. When was the contract you heard, made?
 Ans. It was made about the 1st of January 1884.

Ques. Did you the said Bailey sell logs to several parties?

Ans. Yes, I heard the contractor only called logs to the contractor
 and the contractor. The contractor was the last one.

Ques. Do you not know the said Bailey received part of the entire
 payment for selling to the contractor?

Ans. I know that he did not receive full payment. ^{He} ~~was~~ was not
 the settler who they told us, after the bill was paid to the
 contractor. The contractor was the one who the said Bailey
 a balance of \$ 46.00 for selling, and \$ 6.00 for carrying the logs.
 The said Bailey executed his bill to said Bailey for the
 the rest of the \$ 52.00 for selling logs to the contractor.

Ques. Where did the logs come from prior the said Bailey selling to the
 the contractor?

Ans. They came off of the contractor's and the "A. L. C." land.
 I do not know what all the logs came off of these two tracts.

Ques. In the event that the contractor did not pay said Bailey for said
 selling, and the said Bailey should have to sell said timber for said
 selling, then he has to pay for the timber?

Ans. The contract was that the contractor was to pay for itself.
 he executed.

Ques. Are there not more than one Cooley set, if so which one did
 he named log?

Ans. There are two Cooley sets, both on the same land. He named logged
 only a part of one of them. He named logged on the first one that was
 rolled in.

Ques. Are there not more than one Cooley set, if so which one did
 he named log?

Witness
 Claims
 1 Day 50¢

His
 John H. Halmes
 mark

Witness Person: Another witness of land is as follows:-

Ques. Give your name, age, residence and occupation.

Ans. My name is Sterner Parsons, I am 24 years old, reside in the Gr
 Orchard Country, and I farm.

Q.

Ques. Were you present at the time a contract was made between Jas. Carmichael and Robert Bailey concerning the hauling of some logs, if so state the terms of the same.

Ans. I was present when said parties made a contract to have some logs hauled. By the terms of that contract the logs that Bailey should haul were to stand good for and be the logs and property of the said Carmichael until his log bill was paid. This contract had reference to the logs that should come into the Doorey setamp. Jas. Carmichael was to pay this bill so soon as the same was saved and or stuck. And if he could not or did not pay when so or stick then Bailey was to make it out of the lumber that the logs that Bailey should haul would make.

Ques. Examined by counsel.

Ques. Did Bailey haul all the logs at that setamp?

Ans. I think not.

Ques. That logs were to be the logs and property of the said Bailey in the event the said Carmichael should not pay for the logging of the same logs. The logs that Bailey should haul, that is the Doorey and backward logs.

Ques. Was that contract put in writing?

Ans. I don't think it was at that time, and I don't believe it ever was.

Ques. Who told you the contract?

Ans. Carmichael.

Ques. Who else was present at that time?

Ans. I believe John Holmes, William Lane, Robert Jones was there on the yard, but I do not know whether he was present at the time the contract was made.

Ques. Who called you as a witness to the contract?

Ans. If I was called I do not remember it.

Ques. Did you hear either Carmichael or Bailey call any one as a witness?

Ans. If I did I do not remember it.

And further this deponent certifies that

Witness
Claimed
1 Day 50¢

His
Stephens Parsons
Mark

9.

William Carroll another witness of lawful age after being duly sworn deposes as follows:-

Q. Were you present when any contract was made between Jas. Carmichael and Bennett Bailey, concerning the hauling of any logs, if so, what was the terms of the contract, and to what logs did it relate?

A. I was present when said parties made a contract concerning the hauling of some logs, at the place known as the Hills Station etc.

Carmichael told the said Bailey to go and haul the logs, and if he did not pay him for the hauling so soon as the same was hauled and cut off the stick, then for him (Bailey) to take the lumber made from the logs that he should haul, and sell it and have his money.

Cross examined by Jeff. Johnson.

Q. Who else was present and heard this contract,

A. A. J. Bailey, Elias Stapleton, Jenu Holmes.

Q. Who called you to witness the contract?

A. No one.

Q. Did you hear either Bailey or Carmichael call any one to witness this contract?

A. I did not.

Q. And further this deponent said not.

Wm
William Carroll
Mark

Witness
Claring
1897

The witness A. J. Bailey after being duly sworn deposes as follows:

Q. Give your name, age, residence and occupation.

A. My name is A. J. Bailey, 46 years of age, reside in the "Red Bank" country in Lee County, Va. and I am a farmer.

Q. Were you present when any contract was made between Jas. Carmichael and Bennett Bailey, concerning the hauling of some logs, if so, state the nature and terms the contract and what logs did it have reference to?

A. I was present when the said parties made a contract concerning the

hauling of some logs

hauling of some logs. He bought some timber from me. I heard Carmichael tell Bennett Bailey that he wanted him to log the timber; that he would pay him every dollar for the logging when it was ~~made~~ and put on stock. He was to give him \$250 per thousand feet for the logging. I tried to tell Bennett that the lumber should be his property until he had paid him for hauling the sale. His contract had reference to the timber that went into the ^{his} ~~his~~ ~~hauling~~ set. About the time they began to haul from the Dooney set to the one, and a short time later Carmichael left here, I met Carmichael in the road, and in a conversation between him and Bailey, I heard him say that he had a contract with Johnson to take up lumber. Bailey told him not to haul any more from there unless he paid him, and he said Johnson had gone after the money to pay off his claim. He said he could give a bond and that he would get the money and pay off, by Saturday thereafter. In this conversation Bailey asked him if the lumber was not to stay there until he was paid in full, and Carmichael said it was.

Press examined.

aps. Where did the timber go that was bought from your
aps. To the Stepietor set.

ues. How were you to get your pay for the timber?

Ans. The lumber made from the timber sold, by me was not to be moved until I was paid, but it was moved. Mr. Johnson paid me the cost of it.

does not the said timber to remain yours until paid for

This question and any answer thereto is objected to as being irrelevant.

Pennington for Council

res. it was . and was not to be taken away from stock until paid for.
res. was not your contract if that were before Bailey's contract to
railroad

Ans. Both contracts were void as the sale was void.

U.S. AIR FORCE WRIGHT-PATTERSON AIR FORCE BASE,

108. 16 RV OLSE IN GEORGETOWN, 1900.

Ans. no was present when this contract was made.
 And. Jaru Holmes, William Carroll, Silas Stratton, and perhaps more, but I don't remember who it was.
 Ques. Were you called by either of the said parties to witness the said contract.

Ans. I do not know that I was. I heard no one called. He is
 he examined by plaintiff.

Ques. Was not it suggested that this contract had better come in writing
 by Bailey. If so what was said about it?

Ans. Bailey suggested that this contract between them should be put
 in writing out Carrioner. said there was no use of it, as there
 was witnesses. Some called out three, four & or five of us present.
 And farther this contract said not.

W. A. Bailey

Witness
 Charles
 1 day 50¢

the further taking of these depositions are postponed until tomorrow
 morning 10 o'clock October, 1st., 1891 at the same place as mentioned
 in the said caption. This Oct. 1st., 1891.

W. A. Coyatt, N.B.

These depositions were taken on this 1st. day of October, 1891, at
 the law office of W. A. Coyatt in the town of Henderson, Mo.,
 at 10 o'clock A.M. of that day. and signed by the said parties and by
 me.

W. A. Coyatt, N.B.

and in witness whereof I have hereunto set my hand and
 fully sworn before me this 1st. day of October, 1891.
 I do hereby certify that the foregoing is a true and correct copy of the
 deposition taken on this 1st. day of October, 1891.
 W. A. Coyatt

The defendant Johnson being desirous of asking the witness further
[Bailey] other questions which he for-ot when the witness was on the
stand, the defendant John-son by further cross-examine the said Bailey
ques- in you not rec- other sets to other sets than the one on which
the said Jeremiah was you? If so when and where?

ms. I have ruled other sets for [unclear] that the ones of which he
does not owe me. Since the first day of January, 1864, I have ruled to two
sets only. The first one I ruled to since that day was the usual set
set. The loss I ruled to the station set came off of the [unclear]
the [unclear] before coal & iron bolts, are now holes [unclear]. There were
three trees ruled to this set, I do not know where they came off of.
[unclear] simply told me to rule them. The next one I ruled to was to
what is known as the "Cooley set to." One. The trees that I ruled to into
this set came off the lands of the [unclear] coal & iron bolts, and
filled [unclear].

(yes, this species) pay attention for any of the following... since the
contact between the... for loading, the...
of... 2008-10-4. If so, no error.

He then went to the station and gave me his note for \$10.00. The \$10.00 was to be paid to me for the money I had given him for buying the ticket to the station.

10. Share your feelings with your family and friends. It is a relief to share your feelings with someone who understands you.

... I am not.

(c) $\forall x \in \mathbb{R} \exists y \in \mathbb{R} (x + y = 0)$, $\exists y \in \mathbb{R} \forall x \in \mathbb{R} (x + y = 0)$
 , $\forall x \in \mathbb{R} \exists y \in \mathbb{R} (x + y = 0)$

Ans. Yes the 1000 that I have.

1950. 1950-1951. 1951-1952. 1952-1953. 1953-1954. 1954-1955. 1955-1956. 1956-1957. 1957-1958. 1958-1959. 1959-1960. 1960-1961. 1961-1962. 1962-1963. 1963-1964. 1964-1965. 1965-1966. 1966-1967. 1967-1968. 1968-1969. 1969-1970. 1970-1971. 1971-1972. 1972-1973. 1973-1974. 1974-1975. 1975-1976. 1976-1977. 1977-1978. 1978-1979. 1979-1980. 1980-1981. 1981-1982. 1982-1983. 1983-1984. 1984-1985. 1985-1986. 1986-1987. 1987-1988. 1988-1989. 1989-1990. 1990-1991. 1991-1992. 1992-1993. 1993-1994. 1994-1995. 1995-1996. 1996-1997. 1997-1998. 1998-1999. 1999-2000. 2000-2001. 2001-2002. 2002-2003. 2003-2004. 2004-2005. 2005-2006. 2006-2007. 2007-2008. 2008-2009. 2009-2010. 2010-2011. 2011-2012. 2012-2013. 2013-2014. 2014-2015. 2015-2016. 2016-2017. 2017-2018. 2018-2019. 2019-2020. 2020-2021. 2021-2022. 2022-2023. 2023-2024. 2024-2025. 2025-2026. 2026-2027. 2027-2028. 2028-2029. 2029-2030. 2030-2031. 2031-2032. 2032-2033. 2033-2034. 2034-2035. 2035-2036. 2036-2037. 2037-2038. 2038-2039. 2039-2040. 2040-2041. 2041-2042. 2042-2043. 2043-2044. 2044-2045. 2045-2046. 2046-2047. 2047-2048. 2048-2049. 2049-2050. 2050-2051. 2051-2052. 2052-2053. 2053-2054. 2054-2055. 2055-2056. 2056-2057. 2057-2058. 2058-2059. 2059-2060. 2060-2061. 2061-2062. 2062-2063. 2063-2064. 2064-2065. 2065-2066. 2066-2067. 2067-2068. 2068-2069. 2069-2070. 2070-2071. 2071-2072. 2072-2073. 2073-2074. 2074-2075. 2075-2076. 2076-2077. 2077-2078. 2078-2079. 2079-2080. 2080-2081. 2081-2082. 2082-2083. 2083-2084. 2084-2085. 2085-2086. 2086-2087. 2087-2088. 2088-2089. 2089-2090. 2090-2091. 2091-2092. 2092-2093. 2093-2094. 2094-2095. 2095-2096. 2096-2097. 2097-2098. 2098-2099. 2099-2100. 2100-2101. 2101-2102. 2102-2103. 2103-2104. 2104-2105. 2105-2106. 2106-2107. 2107-2108. 2108-2109. 2109-2110. 2110-2111. 2111-2112. 2112-2113. 2113-2114. 2114-2115. 2115-2116. 2116-2117. 2117-2118. 2118-2119. 2119-2120. 2120-2121. 2121-2122. 2122-2123. 2123-2124. 2124-2125. 2125-2126. 2126-2127. 2127-2128. 2128-2129. 2129-2130. 2130-2131. 2131-2132. 2132-2133. 2133-2134. 2134-2135. 2135-2136. 2136-2137. 2137-2138. 2138-2139. 2139-2140. 2140-2141. 2141-2142. 2142-2143. 2143-2144. 2144-2145. 2145-2146. 2146-2147. 2147-2148. 2148-2149. 2149-2150. 2150-2151. 2151-2152. 2152-2153. 2153-2154. 2154-2155. 2155-2156. 2156-2157. 2157-2158. 2158-2159. 2159-2160. 2160-2161. 2161-2162. 2162-2163. 2163-2164. 2164-2165. 2165-2166. 2166-2167. 2167-2168. 2168-2169. 2169-2170. 2170-2171. 2171-2172. 2172-2173. 2173-2174. 2174-2175. 2175-2176. 2176-2177. 2177-2178. 2178-2179. 2179-2180. 2180-2181. 2181-2182. 2182-2183. 2183-2184. 2184-2185. 2185-2186. 2186-2187. 2187-2188. 2188-2189. 2189-2190. 2190-2191. 2191-2192. 2192-2193. 2193-2194. 2194-2195. 2195-2196. 2196-2197. 2197-2198. 2198-2199. 2199-2200. 2200-2201. 2201-2202. 2202-2203. 2203-2204. 2204-2205. 2205-2206. 2206-2207. 2207-2208. 2208-2209. 2209-2210. 2210-2211. 2211-2212. 2212-2213. 2213-2214. 2214-2215. 2215-2216. 2216-2217. 2217-2218. 2218-2219. 2219-2220. 2220-2221. 2221-2222. 2222-2223. 2223-2224. 2224-2225. 2225-2226. 2226-2227. 2227-2228. 2228-2229. 2229-2230. 2230-2231. 2231-2232. 2232-2233. 2233-2234. 2234-2235. 2235-2236. 2236-2237. 2237-2238. 2238-2239. 2239-2240. 2240-2241. 2241-2242. 2242-2243. 2243-2244. 2244-2245. 2245-2246. 2246-2247. 2247-2248. 2248-2249. 2249-2250. 2250-2251. 2251-2252. 2252-2253. 2253-2254. 2254-2255. 2255-2256. 2256-2257. 2257-2258. 2258-2259. 2259-2260. 2260-2261. 2261-2262. 2262-2263. 2263-2264. 2264-2265. 2265-2266. 2266-2267. 2267-2268. 2268-2269. 2269-2270. 2270-2271. 2271-2272. 2272-2273. 2273-2274. 2274-2275. 2275-2276. 2276-2277. 2277-2278. 2278-2279. 2279-2280. 2280-2281. 2281-2282. 2282-2283. 2283-2284. 2284-2285. 2285-2286. 2286-2287. 2287-2288. 2288-2289. 2289-2290. 2290-2291. 2291-2292. 2292-2293. 2293-2294. 2294-2295. 2295-2296. 2296-2297. 2297-2298. 2298-2299. 2299-2300. 2300-2301. 2301-2302. 2302-2303. 2303-2304. 2304-2305. 2305-2306. 2306-2307. 2307-2308. 2308-2309. 2309-2310. 2310-2311. 2311-2312. 2312-2313. 2313-2314. 2314-2315. 2315-2316. 2316-2317. 2317-2318. 2318-2319. 2319-2320. 2320-2321. 2321-23

with Carrichael.

Ques. Please state what you were and to whom Carrichael gave the contract for you to haul the logs to the Cooney set No. 1.

Ans. I was at the sawmill set... I can remember it was about the 10th day of March... Stephen Parsons, Janu Holmes and Charles Stabler were present when this contract was closed. Others around the mill, but I do not remember who they were.

Re-examined by plaintiffs attorney.

Ques. Who else hauled to the Stabler set and to the Cooney set No. 1?

Ans. I hauled all the timber and had it done that went to the Stabler set. John Bailey, and Stephen Parsons hauled to the other set, or Cooney set No. 1, with me.

Ques. When you and Carrichael settled on the Stabler set, explain how and for what you did settle?

Ans. After I had hauled in the Stabler set Carrichael settled. For the logging and for giving his mill he gave me \$20.00. He gave me a check for \$175.00 which was paid by the bank; after that, he gave me another check for \$75.80; this last check was payable in 60 days after date, and after I had had it for a while I noticed that it was not signed; so I showed it to him, and he signed it, I went to the Bank and presented this last check at the bank but it was not paid. So I went and hunted him up, and he paid me \$50.00 on the check and then gave me his note for \$50.00; he counted in 20 cents for interest in this note.

Ques. Did you ever have any conversation with the defendant Johnson about the amount which Carrichael owed you, and the terms or nature of your contract with Carrichael, if so state where and what was said.

Ans. On the fourth day of July, 1914 I took an order for \$2.00 and for \$1.00 to Johnson signed by said Carrichael, and asked him to pay it: left. Johnson was not in the store when I went in, his wife was in the store; after Mrs. left. Johnson came in and said that the order was good and it was paid in the store. After I had traded out my order left. Johnson and I got to talking about the matter and he said Carrichael would get the money in a few days on that set.

the Cooney see in a few days and pay me. I told Johnson that I was looking for Carmichael several times.

He crossexamined

and were those orders given to?

Ans. It was given to the store. I don't know whose store it is. R.L.

Johnson's name is on the house. I don't know ~~whose~~ it was addressed to. I have heard lately it was his wife's store. The same name that is now on it has been on it for a year or more. I thought R.L. Johnson was the left. Johnson until recently.

and further this deponent said not.

Bennett Bailey

*Witness
Charles
1 day 50¢*

~~XXXXXXXXXXXX~~ I, L. Bailey another witness of lawful age, after being duly sworn deposes as follows:

Ques. Give your name age, residence and occupation.

Ans. My name is L. Bailey, I am 27 years old, reside in the Cranberry country, Lee Co. and am a farmer.

Ques. State whether you ever had a conversation with Jas. Carmichael concerning the contract he had with the plaintiff in this case, if so state what he, Carmichael said about it.

Ans. Carmichael told me that the timber that Barnett should haul it, was to stand responsible for the haul bills, and he said that they would all be paid before any timber was removed from the yards. His conversation was just a few days before he left here; I think he left in about two or three days after this. In this same conversation he further said that the ~~amount that he owes~~ the amount of money claimed in the plaintiff's suit was due him; that only aimed to haul a few loads of the lumber; that he did not think about the boys kicking about the moving. The lumber some time before this, on the 4th day of July, I was in Farmington Gap, Carmichael gave two orders to Bennett ~~had~~ one for \$12.00 and the other for \$5.00. I traded out one of these orders and Bennett the other. They were signed by Carmichael and addressed to

either Mr. or A. Johnson, I don't remember which. They were taken to the store of Johnson in Virginian Gap, and they were accepted and paid for. Johnson was not present when orders were presented, but his wife said she would pay all orders signed by Carriacael. Mr. Johnson said he a part of the order that I had out of the store; his wife also said he a part of it; it all was paid out of the store. He said he a part of it. When on the Dalton set out he complained about it. The Dalton order was paid he just a few days before Carriacael went off. He said he another \$1.00, which is the one before spoken of.

Q. Cross examined.

A. Yes. How did you happen to have the conversation with Carriacael, of which you speak?

A. Yes. Bennett had quit hauling and I wanted to know what the contract was so I called on him to know the terms. I was going to haul under the same contract that Bennett had, and came to see how I was to get my pay for hauling.

Q. What set had you begun to haul to at the time you came to see Carriacael?

A. Yes. Dalton set.

Q. Had not a part of the Cooney lumber been hauled away when you had said conversation with Carriacael?

A. Yes. I do not know of my own knowledge, but I heard Carriacael say he thought he would haul a load or two, that he didn't think the Cooney would kick about it. I supposed from this that he had some when he had our conversation.

Q. What was Johnson's complaint about the Dalton order?

A. Yes. He just said he did not want to advance much more money until there was some lumber delivered; he further asked how long it would be before he would get any thing out of it.

Q. To what yard did he have the lumber that he said that you saw there?

A. Yes. I do not know, he just said he did not want to advance much more money on that lumber up there, I supposed at the time he had reference to it all in the mountains.

Ques. Who painted the 3 Dalton set,

Ans. I did, and had it done.

Ques. Did you not see Carmichael give orders on the Dalton set, that did not belong to that yard?

Ans. I did not.

~~Ques. Did you not see Carmichael~~

and further this deponent said not.

J. A. Bailey

Green Fennington another witness of lawful see deposes as follows:

Ques. How old are you?

Ans. I am 14 years old.

Ques. Did you or not hear a conversation between Carmichael and plaintiff about the money which plaintiff claimed Carmichael to owe him, if so state when and where it was, what was said?

Ans. I did hear them have a conversation about the money which plaintiff claimed that Carmichael owed him. This conversation was in this County on the North Fork of Powell's river, and was some time last Spring. I don't recollect exactly when it was. I heard plaintiff ask Carmichael if the lumber was not to stay on the yard until plaintiff got his money, and he said it was.

Ques. Do you where what is called Cooney set No. one?

Ans. I do.

Ques. Was the lumber or timber sawed at that set at the time you heard Carmichael and plaintiff talking?

Ans. It was.

Ques. Where do you live?

Ans. In the Crab Orchard, some mile from the Cooney set No. one.

Ques. How old it happen you were present when you heard the conversation of which you speak?

Ans. I had started to Fennington then

Ques. Repeat the whole conversation, as you remember it.

Ans. Fennet asked Carmichael if that was the contract, that the lumber was to stay on the yard until he got his money out of it, and he said it was. ~~but I did not pay much attention to what was said.~~

*Witness
Claims
1 day 50¢*

was to stay there until he got his money out of it, and he said it was. They were talking but I did not pay much attention to what was said. Ques. Did you hear Carmichael say for me he owed plaintiff? Ans. I did not.

Q. No further this report will suit you.

Witness
Charles
2 days @ 7/100

his P
Green Pennington

Q. I have another witness of lawful and proper as follows:-

Ques. What is your age?

Ans. 27 years old.

Ques. State whether you ever heard Carmichael and the plaintiff in the past have a conversation about the money which the plaintiff claimed that he owed him, and about their contract, if so state when and where it was and what was said about it.

Ans. I did hear them have a conversation on the 10th Nov. in the 30. This was about when Carmichael began to move the lumber away from the Cooney set no. one. Carmichael had sent some papers to the Cooney lumber no. one to move it away, and I heard of it and went to see about it, and I saw the boys that were hauling and they said Carmichael had sent them there after lumber, I told them to not to haul it, that it belonged to me and plaintiff, that it was to stand good until our money was paid, that is our cash bill; and they asked me to let them haul that load out, but I told them I would not that it was not our cash contract, and then I went and saw plaintiff, and then he and I went over to the lumber, and we saw the waggoners coming and we told them not to haul it, some of them said they were not going back without a load, and they went on to the yard to see if they loaded; they did load their waggon and came on out. Then we went to see Jas. Carmichael to see what he said about it, and we met him at the place above spoken about, and we asked him what he meant by sending his waggoners to haul the lumber off before we got our money, and he said Johnson had then done some work to get the money, and he would pay us on Saturday following. He then asked us to let him haul on, but we told him it was not our contract, and told him not haul any more. And then we asked him if it was for him to stand alone, that he no longer was to stand alone for our work.

18.

not our contract that the lumber was to stand there until our paper-
bill was paid, and he said it was the contract. This ended this conver-
sation. If any thing else was said I do not remember it.

On the fourth of July, 1884, in the town of Harrington Gap, Va. I had
a conversation with Garriochael at his house, in which conversati-
on, ~~xxxxxxx~~ ^{he} was looking over the books between plaintiff and himself
and they agreed on ~~xxxxxxx~~ ^{the amount due Bennett} unless for a certain amount of logs that had
been hauled by Bennett off of the Company's lands, which Robert Owens had
measured a part. I do not remember what the amount was that they set-
tled on. I was not noticing much. Jim asked us if we wanted any orders
to the store, and he gave us one or two. He took these orders to the
Store on which M.L. Johnson's ~~xxxxxxx~~ name was. And in this store my or-
der was paid, and possibly Bennett's.

Cross-examined.

Ques. ~~xxx~~ did you take any legal steps to stop the wagonmen from re-
moving the lumber, if so what?

Ans. We did. We saw an attorney and he told us that if they kept on
moving the lumber to take them up, and he did sue out before Justice
warrants and had some fellows arrested. After this he sued out our in-
junction writs and they were ordered for trial.

Ques. Were you not indicted for stopping the wagonmen?

This question is objected to as irrelevant and immaterial to
any thing in this case in issue. Defendant recs.

The Court overruled the objection.

Direct examination.

John Bailey

Witness
examined
1 day out

After this, the wagonmen were ordered to stop moving the lumber
as follows:-

No. 1. Your order.

No. 2. Your order.

Is your order ~~xxxxxxx~~ ^{my} order, I do not know your order.

Ans. I know your order, and I know the order of the wagonmen.

you speak of "the" "people"

c. I ~~do not~~ consider any particular area.

Let. ~~not~~ it you' cessation?

(S. 1) and (S. 2) are the only ones that are not in the set of solutions.

1001 401,000 0000 10000-00 0000 0000

Witness
Claims
100y 504

W. K. Stapkin

17. 12. 1958

13. 1 = n

[illegible]

Ans. do not know exactly, but uncertain in the latter end of 1941.

10. The above is left, did you not have a conversation with Mr. Johnson
about his work, and did he say that he had no more work to do, that
he would be leaving his job and going to work for the government?

Sept. 21 - 1902

ans. When I was going down to see you at the store,
I saw a man who was near you, and he was talking to me
and saying much about leaving, and he said to me that he was
going to leave his wife and children and go to the States.
I do not know what he was doing there, but he was

nie są już do wyłączenia z tego, co nas interesuje.

on future - it is important to say no.

waitress
Chairman
1 day 50¢ +

W. J. Jackson

1. The first of the three is the "L. A. Valley for Johnson".

Silas Stapleton John Helmes Stephen Parsons
William Corroell Oa Bailey Green Pennington

Bennett Bailey Deft
vs Depositions
Jas Carmichael & A Johnson
Oct. 31/94

Received by mail in good
condition & filed November
the 8th 1894
A B Munsy Clerk

Fee for Notary
10 hrs @ 75 \$7.50
12 Witnesses - 7.00

James Carmichael & A. Johnson:

TAKE NOTICE. That I on the 20th day of

October, 1894, at the Cad Office of
E. W. Pennington, in the Town of
Pennington Gap, Lee County, Virginia,
will proceed to take the deposition of Bennett Bailey, John
Bailey and others

which, when taken, I intended to be read as evidence on my behalf in a certain suit in Chancery
now pending in the Circuit Court of Lee County, State of Virginia, in which
John Bailey is plaintiff and
James Carmichael & A. Johnson are defendants.

And if from any cause the same be not commenced, or if commenced, be not concluded on that day, the
taking thereof will be adjourned from time to time, and from place to place, until completed.

Oct - 25, 1894.
Pennington Bros
- and -
Or, Blankenship & Ewing } attys.

Very Respectfully,

John Bailey
By Counsel.

John Bailey -

vs. } Notice to take
Depositors.

James Cornish et al
vs. John Bailey

Executed at 28 1891
By John Bailey
a copy of this notice
to A. Johnson

M R Kirk & Co
for C. E. Johnson

S. L. F.

The depositions of T. A. Bailey John Bailey and others taken before me A. J. Bryant, a notary public for the County of Lee and State of Virginia, pursuant to notice hereto annexed, at the law office of A. J. Remington, in the town of Ballston, Lee County, Virginia, on the 1st day of October, 1904, to be heard as evidence in the case of John Bailey in a certain suit in equity now pending in the Circuit Court of the County aforesaid. Jas. Barnickel and A. Johnson are defendants and the said John Bailey is plaintiff.

Present Remington for the plaintiff, and

A. J. Bryant for the said Johnson.

The witness John Bailey after being duly sworn deposes as follows:
Give your name and residence and occupation.

A. Bailey is A. J. Bailey, age 27, and is a farmer.

The further taking of these depositions are postponed until tomorrow morning 8 o'clock, October, 3rd, 1904, to be continued at the same place as set out in the said notice, and in the foregoing caption. This the 1st day of Oct. 1904.

A. J. Bryant N.P.

The taking of these depositions are resumed on the 3rd day of October, 1904, at the law office of A. J. Remington in Lee County, Va. Given under my hand this the 3rd day of Oct. 1904.

A. J. Bryant N.P.

John Bailey a witness of lawful age, after being duly sworn deposes as follows:-

Ques. What is your name?

Ans. I am 27 years old.

Ques. Did either Jas. Barnickel is indebted to you in any sum of money, if so how much and when did it become due?

Ans. Jas. Barnickel is indebted to me in the sum of \$182.00 for money for hire, which became due when the logs I hauled was stacked and on a stick, which was on or about the _____ day of June, 1904. I gave two

orders one to A. J. Remington for \$100.00, and the other to A. J. Remington for

\$82.00. These orders were accepted by Barnickel and in our settlement

2
15

were deducted from the amount he owed me. These orders I am told are not paid. To add them to the \$182.06 he would owe me \$420.21, in the event I had to pay them.

Ques. How what did Carmichael owe you and what was yours and his contract?

Ans. He owed me for hauling logs for him out of the woods to the two Looney sets, known as set No. one and two. My contract with him was that he was to pay me \$2.75 per thousand feet for the logs hauled in to set No. one, and \$2.50 per thousand feet for the logs that I hauled to set No. two. For this hauling he was to pay me when the logs that I hauled were piled and on stick. For the logs and the lumber were from then on to remain until I got my money for the hauling of the logs. He was not to move them until I did get my money. This contract was made at Carmichael's barn in the town of Farmington, and about the 1st. to the 10th of February, 1884. H.P. Parsons was present when this contract was made. This contract was not put in writing because he said it was not necessary, as said Parsons was a witness to our contract. Mr. Parsons was called to witness the terms of the contract and the same was done to him by Carmichael.

Ques. What lumber have you had enjoined from being moved?

Ans. The lumber at sets nos. one and two on the Looney land.

Ques. Did you ever have any conversation with Carmichael after the time you made your said contract, as to its terms, if so when and where and what was said and who was present?

Ans. Not until a few days before I started in suit. I had a conversation with him in this County on the north fork of Jewell's river, in the presence of H.P. Bailey, Walter Parsons, Bennett Bailey, and Carl Holmes and this was about the time that Carmichael began to move the lumber away from set No. one. Carmichael had sent some orders to the Looney set No. one to move it away, and I heard of it and went to see about it, and I saw the boys that were sent to haul, and they said that Carmichael had sent them there to haul it away. I then told them not to haul it, that it belonged to me and Bennett Bailey, that it was to serve as a for rail mill as paid. And they agreed to let them take a load,

[illegible]

4) One honey bee, or as it is also known as one bee, is a member of the honey bee family.

[illegible][illegible][illegible]

and, in this case, in full for the 1960 season. In 1961, and in the case of the 1962 season, the amount of the contribution was reduced to 50% of the amount of the contribution for the 1960 season.

Dear Mr. Parsons, I am writing you.

Yes, I have all the time I can spare for you, as ~~you~~ you would like to know.

And, I will all the time I can spare for you, as you would like to know. I will do all the work I can for you, as you would like to know.

Yes, I will do all the work I can for you, as you would like to know.

And, I will do all the work I can for you, as you would like to know. I will do all the work I can for you, as you would like to know.

Yes, I will do all the work I can for you, as you would like to know.

And, I will do all the work I can for you, as you would like to know. I will do all the work I can for you, as you would like to know.

Yes, I will do all the work I can for you, as you would like to know.

John Bailey

And, I will do all the work I can for you, as you would like to know. I will do all the work I can for you, as you would like to know.

Yes, I will do all the work I can for you, as you would like to know. I will do all the work I can for you, as you would like to know.

And, I will do all the work I can for you, as you would like to know. I will do all the work I can for you, as you would like to know. I will do all the work I can for you, as you would like to know.

Yes, I will do all the work I can for you, as you would like to know.

And, I will do all the work I can for you, as you would like to know.

Yes, I will do all the work I can for you, as you would like to know.

And, I will do all the work I can for you, as you would like to know.

Yes, I will do all the work I can for you, as you would like to know.

192. $\frac{1}{2} \times 100 = 50\%$ of the population is over 65.

and for the first time since the war.

100. C. A. Bailey

התורה והנבואה
התורה והנבואה

Ans. $\vec{r} = y\hat{j} + (z-1)\hat{k}$, $4\vec{E} = -60\hat{j} + 10\hat{k}$.

Dr. Myron L. Parsons, 2500 Van Ness Ave., San Francisco, Calif.

$$J = \frac{1}{2} \int_{\Omega} |\nabla u|^2 dx - \frac{1}{2} \int_{\Omega} u^2 dx - \frac{1}{2} \int_{\Omega} u^4 dx, \quad \text{where } \Omega = \mathbb{R}^n.$$
[illegible]

res. 1. ...

[illegible]
$$Y = (Y_1, \dots, Y_n)' \text{ and } Y_1, \dots, Y_n \text{ are independent and } Y_i \sim N(\mu_i, \sigma^2) \text{ for } i = 1, \dots, n.$$

$\rho_{\alpha\beta} = \rho_{\beta\alpha}$ in relation to $\rho_{\alpha\beta}, \rho_{\gamma\delta}$ in $\rho_{\alpha\beta} = \rho_{\gamma\delta}$ if and only if $\alpha = \gamma$ and $\beta = \delta$.

1967-1968

For a full explanation of any other rules or regulations, turn on the light.

0001 0116 1612 00 0000 0000 00 00 00 00 00 00 00 00 00 00

DE 104 TO LIBRARIAN FOR DEPOSITION: ALL THE ABOVE ARE SUBJECTS. ~~IN 104~~

1944-1945 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042

[illegible]

Witness
Clara
100y 50f -

his
E. P. Parsons
mark

Witness
Clarine
1 day 52

B. J. Birley

Witness
Clair
today 50

Jahn & Salome
Morse

Q. ... of ... as follows:

A. How old are you?
Ans. I am 67.

Q. Have you heard ... and can you ... in ... for your ...?

Ans. I have heard ... and can ... and do ... it as for my own.

Q. ... of ...

his
J. O. Parsons
mark

*witness
claim
1 day 57*

Q. ... as follows:

A. What is your age?

Ans. I am 67 years old.

Q. ... *know* ... your ...?

Ans. I ... for some ... years.

Q. ... and how long ...?

Ans. ... *him* ... *3* ...

Q. ... if ... is it and ... is it?

Ans. If ... I do not know it. Just before he left here I was working for him some, I measured and tallied timber, and I kept his books. So if he should have any property here I would be likely to know it. When he left here, my impression is that he got away with some money ...

Q. ... to John Bailey?

Ans. I do not remember, but my impression is that his ...
Q. ...
Ans. ...
Q. ...
Ans. ...

1. Have you been present at a settlement meeting between Johnson and Mr. Richardson, if so, rec. as to it and what was the result of this settlement?

[illegible]

1. 1. 1946 for Johnson.

7058 349 70-1 0V 1-70. 1000700.

Les. Demandez par vos lettres, aux parents, s'ils ont subi une
vous en ont été.

1. I don't remember any particular facts.

pec is your occasion?

Ans. I am Mayor Cunningham for, Washington, D.C. and I am the only one who can help you.

η^{\pm} are independent variables.

W. C. Hopkins

... Jackson another 11 miles of awful road - never again. Only 1 more road
as follows:

Let me be your girl

11

U.S. CIVIL INDUSTRY AND THE ECONOMIC DEVELOPMENT OF THE SOUTH

to not only a policy, but in the interest of the people.

104. WILL-IT BE IN 1970, DID YOU OR NOW HAVE A CONVERSATION WITH... DID
YOU OR IN 1970, AND IN THE CONVERSATION DID YOU MENTION THAT-

Virginia,

County of Lee, to-wit:-

I, A. J. Hyatt, a notary public in and for the County and State afore-
said, do hereby certify that the foregoing depositions of A. J. Bailey
John Bailey, ~~Samuel~~ ^{S. A.} Bailey, A. J. Jackson, W. K. Hopkins, ~~E. S. Parsons~~
John Holmes and D. C. Parsons.

were duly taken, sworn to, and subscribed before me, at the time and pla-
ce, and for the purpose in the caption mentioned.

Given under my hand this the 21st. day of October, 1884.

A. J. Hyatt, Notary Public

John Bailey
Vs 3 Depositions
Jas C. Michael & Johnson
Oct. 31 / 94

Received by mail in good
condition and filed November
the 5th 1894
C. B. Minney Clerk

Fee for Notes
5 hrs @ 75 \$3.75
Witnesses 2.00

Virginia, Lee County, to-wit:-

This day Robert L. Cunningham Agent and Attorney for Burnett Boyles plaintiff in a certain ~~suit~~ suit in Chancery ~~now~~ pending in the Circuit Court for Lee County, Va. against ~~a~~ James Carmichael, and A. Johnston to recover from the said Carmichael, the sum of 184 dollars which became due on the 10th day of Aug 1894, personally appeared before me A.B. Muncy, clerk of the Circuit for Lee County, and made oath that: 1- He verily believes ~~in~~ the said claim of the said ~~Party~~ is just; 2- that he believes the said Party is entitled to, or ought to recover at the least in the said suit, a sum of money amounting to \$ 184.00 with interest thereon from the 10th day of Aug 1894. 3- That to the best of the affiant's belief the said James Carmichael, is not a resident of this state, and has estate and debts owing to him in the said County of Lee, in which the said suit is pending and is sued with a defendant residing therein; 4- That to the best of the affiant's belief the said Carmichael is removing, or intends to remove, and has removed his estate or the proceeds of the sale of his property or a material part of such estate and proceeds out of this state so that process of execution on a judgment when obtained in said cause will be unavailing. 5- That to the best of Affiant's belief the said Carmichael is converting or is about to convert or has converted his property or some part thereof into money, securities or other evidences of debt, with the intent to hinder, delay and defraud his creditors; 6- that to the best of Affiant's belief the said Carmichael has assigned or disposed of or is about to assign or dispose of his estate or some part thereof, with intent to hinder, delay, and defraud his creditors. Given under my hand this the 24th day of September, 1894.

A.B. Muncy Clerk.

Bennett Baepay, Coru

v.s } Affidavit

James Canichak-

Filed September the 24th 1894
A.B. Munsey Clerk

Virginia, Lee County, to-wit:-

This day George W. Blount Agent and Attorney for John Bailey plaintiff in a certain ~~real~~ suit in Chancery ~~is~~ now pending in the Circuit Court for Lee County, Va/ against ~~x~~ James Carmichael, and A. Johnston to recover from the said Carmichael, the sum of 182.06 dollars which became due on the 1st day of Aug 1894, personally appeared before me A.B. Muncy, clerk of the Circuit for Lee County, and made oath that, 1- He verily believes ~~xx~~ the said claim of the said Bailey is just; 2- that he believes the said Bailey is entitled to, or ought to recover at the least in the ~~sa~~ said suit, a sum of money amounting to \$ 182.06 with interest thereon from the 1st day of Aug 1894. 3 -. That to the best of the affiant's belief the said James Carmichael, is not a resident of this state, and has estate and debts owing to him in the said County of Lee, in which the said Suit is pending and is sued with a defendant residing therein; 4.- That to the best of the affiant's belief the said Carmichael is removing, or intends to remove, and has removed his estate or the proceeds of the sale of his property or a material part of such estate and proceeds out of this state so that process of execution on a judgement when obtained in said cause will be unavailing, 5.- That to the best of Affiant's belief the said Carmichael is converting or is about to convert, or has converted his property or some part thereof into money, securities or other evidences of debt, with the intent to hinder, delay, and defraud his creditors; 6.- that to the best of Affiant's belief the said Carmichael has assigned or disposed of or is about to assign or dispose of his estate or some part thereof, with intent to hinder, delay, and defraud his creditors. Given under my hand this the 24th day of September, 1894.

A. B. Muncy Clerk.

John Bagley -

v.s. } Affidavit.

James Cornishol

Filed September the 24th 1894
A. B. Tinsman, Clerk

Agreement entered into this 17 Day
February 1894 By^{and} between James
Carmichael Party of the first part
and A Johnson Party of the second part
both of Lee County Virginia:
Witnesseth that by Consideration of
One Dollar in hand paid receipt-
of which is hereby acknowledged
The first party sells to the second party
not less than five hundred thousand
and less nor more than eight hun-
dred thousand ft of poplar Lumber
to be the first Lumber manufactured
By said Carmichael to be delivered
during the year 1894 at side tract
of Remington Gap Va to be piled
Convenient for Loading said Lumber
to grade One & two, Common & cull
to be cut out of Strickley first &
second Class Logs at the price to be
for Onest to \$19.50 for Common
\$17.50 and \$7.00 for culls to be cut to the
order of the second party to be well stacked
so as to have plenty of air in drying
and hauling to be Common to Rail
road when sixty days old terms of
Payment for the first three yards
to be nine Dollars per ton.

when each yard on shore & the mill
moved already, & the rest of the yards
eight Dollars per thousand feet where
the hauling of the lumber will
not cost more than three Dollars
per thousand feet. This first party
is to give the second party all the
trade arising from this contract,
and the amount of such bills to be
deducted from amount found to
be due on each yard & the residue
of the amt. or advance due to be
paid one half. Sixty Day negotiable
note the balance four months negotiable
note, said Carmichael agrees to push
the hauling of said lumber to rail
road. The second party agrees to do his
own sawing as personally superin-
tended the same, & when the above
advance is made to furnish a release
from the parties from ^{whom} the timber
may be bought. When each yard is
delivered to railroad the same is
to be received by the second party
and settlement to be made in full
therefor. It is understood that
if the second party is not

to pay Cash on the above mentioned
advance ^{and} executes his notes as above
mentioned he is to pay one half the
Discount of such notes, All amounts
of either money or goods is to operate
as a Lien upon the Lumber upon
which the advances are made.
It is further agreed that the
above Lumber is to be cut 10-12-14
^{and} 16 ft Long ^{and} not more than ~~10~~
10% of 10 ft length allowed the a-
mount of Lumber to be advanced
upon to be delivered by the Log scale
estimated of the Lumber at the op-
tion of the second party, The first
party is not bound to cut Dimen-
sion Stock, but is free to cut the
Logs to the Best advantages being
14 to 22 inclusive Stricken Cut
before the signing of the Contract
James Carmichael
Witness A Johnson
P. J. Owen
H. H. Riker

Virginia Lee County to Wit
J. A. S. Wyatt a Notary Public
in and for the County of Lee

aforesaid do hereby certify that A.
Johnson & James Carmichael whose
names are signed to the writing
above bearing Date 17th Day of
February 1894 have acknowledged
the same before me in my
County aforesaid. Given under
my hand this 14th Day of March
1894

C. G. Hyatt N. P.

Virginia Lee County to Wit:

In the Office of the Clerk of the
said County the 14th Day of March 1894
this Agreement was presented
together with the Certificate
thereto annexed was admitted to
record

Teste: S. V. F. Richardson N. P.
A copy - Teste: J. T. Johnson N. P.

I have the honor to acknowledge the receipt of your letter of the 11th inst. in relation to the above named case. I have the honor to inform you that the same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully,
 Yours, very truly,
 J. H. Johnson

John Bailey
 Bennett Bailey
 A. Johnson

The undersigned

James M. Carr, atty for
 John & Bennett Bailey.
 C. T. Dunsen atty
 for A. Johnson.

Wm & Bennett Bailey
with } Agreement.
13 11
H. Johnson

OFFICE OF
N. L. JOHNSON,
GENERAL MERCHANDISE,
Manufacturer and Dealer in all kinds of
HARDWOOD LUMBER,
Spokes, Staves and Tanbark.

Pennington Gap, Pa., *July 21st 1864*

Mr James Carmichael
Cety

I must insist on your putting some
on set 3, I can not make advances on
the other sets. untill I get at least a good foot
at set 3 in

Respectfully A Johnson

6 1/2 100

11.6 100
12.6 100

12

100 12.6

In the Clerk's Office of the Circuit Court of the County of Lee.

Bennett Bailey
against

Plaintiff

James Carmichael and A. Johnson

Defendant

This day Robt L. Demme personally appeared
before me, A. B. Munsey Clerk of the said Court,
and being duly sworn, made oath that James Carmichael -
one of the
defendants in the said suit is not a resident of the State of Virginia,

Given under my hand has Clerk of the said Court, this

24 day of Sept

A. B. Munsey Clerk

1894

Bennett Bailey

vs.

{ AFFIDAVIT FOR ORDER
OF
PUBLICATION.

James Barnichael^{al}

O B + E + O B p. q.

In the Clerk's Office of the Circuit Court of the County of
Lee on the 24th day of September 1894.

against

Bennett Bailey Plaintiff

In Chancery

James Carmichael et al Defendants

The object of this suit is to enforce the collection of a debt of \$184 or
One hundred & Eighty four dollars due the plaintiff from
the defendant.

And an affidavit having been made and filed that the defendant

James Carmichael is

not resident of the State of Virginia, it is ordered that they do appear here, within Fifteen days
after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is
further ordered that a copy hereof be published once a week for four weeks in the South West
Virginian, and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the County Court.

A copy—Teste:

O. B. & C. & P. Bros p. q.

A. B. Mursey

Clerk.

Bennett Bailey

VS.

ORDER
OF
PUBLICATION.

James Carmichael et al
I A. B. Munsey Clerk of
the Circuit Court for Lee
County do certify that
delivered a copy of the
within order of Publication
to H. H. Cade Editor of the
South west Virginian
on the 24th day of Sept
1894 And that I posted
a copy at the front door
of the Court house as
the law directs Given
under my hand this
the 16th day of Oct
1894 A B Munsey
Clerk

In the Clerk's Office of the Circuit Court of the County of
Lee on the 24th day of September 1894

against

John Bailey Plaintiff

In Chancery

James Carmichael et al Defendant.

The object of this suit is to enforce the collection of a debt of \$182.00
One hundred and eighty two dollars + six cents due the
plaintiff from the defendant

And an affidavit having been made and filed that the defendant

James Carmichael is

not resident of the State of Virginia, it is ordered that he do appear here, within Fifteen days
after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is
further ordered that a copy hereof be published once a week for four weeks in the South West
Virginian, and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the County Court.

A copy—Teste:

O. B. & E. P. Bros. p. q.

A. B. Munsey Clerk.

John Bailey

VS.

{ ORDER
OF
PUBLICATION.

James Carmichael et al

I A B Munsey Clerk of
the Circuit Court do certify
that I delivered a copy
of the within to Mr H Cado
Deaton of the Southwest
Virginia on 24th day
of Sept 1894 for publication
and posted a copy at the
front door of the Court
House as the law directs
Given under my hand
this the 16th day of Oct
A B Munsey Clerk

In the Clerk's Office of the Circuit Court of the County of
Lee

John Bailey

Plaintiff

against

James Carmichael and
A. Johnston

Defendant

In Chancery

This day George W. T. Loukin ship personally appeared
before me A. B. Munsey Clerk of the said Court,
and being duly sworn, made oath that James Carmichael
one of the
defendant § in the said suit is not a resident of the State of Virginia,

Given under my hand has Clerk of the said Court, this 24 day of Sept. 1894

A. B. Munsey Clerk

~~1894~~

John Bailey

vs.

{ AFFIDAVIT FOR ORDER
OF
PUBLICATION.

James Carmichael

O. B. & E. & P. Bros. p. q.

Filed September the
24th 1894

A. B. Munsey Clerk

To John Bailey and Bennett Bailey

You will each take noticen that on Friday the first day of March 1895, at the law Office of Duncan and Hyatt, in the town of Jonesville Lee County Virginia I will proceed to take the depositions of A.K.Debusk, William Za Zion and others, to be read as evidence in my behalf in two certain suit suits in chancery, now ~~xxxxxx~~ brought on to be heard together in the Circuit Court for Lee County, Virginia, wherein you~~are~~^{are} plaintiffs and I am defendant. And if from any cause said depostiton be not begun on that day, or if begun, be not completed on that day, the taking thereof will be continued from day to day ~~until the same be completed~~ and from place to place until the same be completed.

This Feby.26th 1895.

Duncan & Hyatt,
Counsel.

A.Johnson,
By Counsel.

A. Johnson -
ads. Notice.

John & Bennett Bailey

To take def. no. 1000

Legal services
of the within

notice necessary

for the purpose

Th. Feb. 27th 1895

Pennings B. B.

per 6 1/2

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

A. Johnson *James learnichael and*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *1st* Monday in *October*, 189*4*, to answer *an amended* bill in Chancery,

exhibited against

them

in our said court by

John Bailey

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

24th day of *September*

189*4*, and in the 119th

year of the

Commonwealth.

A. B. Munsey

Clerk.

Partner executed on the 2nd. day of October, 1891 at 11 o'clock, A. M.,
 by levying on two lots of poplar lumber as the property of James Car-
 michael, one lot of about 50,000 feet in Lee Co., in the Crab Orchard Coun-
 try, and on the lands of another mile, and the other lot in the same
 County, and Country, and on one laces of Jasper Kelly, and is sub-
 posed to be about 50,000 feet. This Oct. 2., 1891.

M. K. H. L. H. J. S. for
 J. H. Planary. S. L. C.

John Bailey

vs. { SUPENA
 IN CHANCERY.

James Carmichael et al

Q. B. & P. Bros. — p. q.

To 1st October Rules,
 Circuit Court.

On the 1st day of October, 1891, by order of the Court, a copy of the

order of the Court, dated the 1st day of October, 1891, in the case of John Bailey vs. James Carmichael et al, was filed for the record.

Witness my hand and the seal of the Court at the City of New York, this 1st day of October, 1891.

The proper affidavit having been made; It is ordered, that the officer bearing this writ, do attach the estate of the defendant James Carmichael in this case, and the same in his hands do attached, so to receive and provide, that the same ~~be~~ may be forth coming and liable to the future order of the Court. * Sept 24th, 1891. The Court of the County of New York, and a like return hereof to the Clerk of the Court. Clerk (H. B. Mansory) Clerk

The "SOUTHWEST VIRGINIAN" Book and Job Print, Jonesville, Va.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting;

WE COMMAND YOU, That you summon

James Carmichael and
A. Johnson

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *1st* Monday in *October*, 189*4*, to answer *an amended* bill in Chancery,

exhibited against *them* in our said court by *Bennett Bailey*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

24th day of *September*, 189*4*, and in the *119th* year of the

Commonwealth.

A Copy Left
A B Munsey Clerk

A B Munsey Clerk

The proper affidavit having been made: It is ordered
 that the officer serving this writ do attach the estate of
 the defendant James Cornsichell in this Cir. County
 and the same in his hands & attach, so to
 secure & provide that the same may be forth-
 coming and liable to the future order
 and make return thereof to the 3rd day of the next term of said court
 of the court, Sept 24 1894.
 Test- A B Mursey. Clerk.

To.
 Circuit Court.

Rules,

p. q.

vs.
 { SUPENA
 IN CHANCERY.

Further executed by on the 2nd day of October, 1894, at 11 o'clock, A.M.,
 by leaving on two

The "SOUTHWEST VIRGINIAN" Book and Job Print, Jonesville, Va.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

James barnichael and A Johnson

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *1st* Monday in *October*, 189*4* to answer *an amended* bill in Chancery, exhibited against *Them* in our said court by *John Bailey*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *24th* day of *September* 189*4* and in the *119th* year of the

Commonwealth.

*A Copy Leste
A B Munsey Clerk*

A B Munsey Clerk.

The proper affidavit having been ~~filed~~ made
it is ordered that the officer serving this
writ do attach the estate of the defendant
James Carmichael in this, Lee County, and
the same in his hands ^{as} ~~the~~ attach, so
to secure & provide that the same may
be forthcoming & liable to the future
order of court. * ~~Sep 24 1844~~ ¹⁸⁴⁴ day of the next Term of said
and make return thereof to ~~the~~ ^{the} ~~day~~ ^{day}
Teste A B Munsey Clerk

To
Circuit Court.

Rules.

p. q.

vs. { SUPPENA
IN CHANCERY.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

James Carmichael

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *1st* Monday in *September*, 189*4*, to answer a bill in Chancery,

exhibited against

him

in our said court by

John Bailey

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

2nd

day of

August

189*4*, and in the 11*9th*

year of the

Commonwealth.

A B Munsey Clerk

Virginia, Lee County, to-wit:-

This day H.L. Sprinkle personally appeared before me, a notary public, and made oath that he on the 4th. day of August, 1894 executed the within process by delivering a true copy of the same to Mary F. Carmichael, the wife of James Carmichael, and explaining to her its purport; he the said James not being found at his usual place of abode.

Given under my hand thus the 4th. day of August, 1894.

E. W. Pennington

Notary public

John Bailey
vs. SUPREMA
IN CHANCERY.

James Carmichael
Orr Ewing & B. p. q.

To 15th September Rules,
Circuit Court.

Virginia, Lee County, to-wit:-
This day H.L. Sprinkle personally
appeared before me, A. B. Mursey
Clerk of the Circuit Court of Lee
County, Va. and made oath that
he on the 4th day of August 1894,
executed the within process by
delivering an attested office copy
thereof to Mary F. Carmichael, wife
of James Carmichael, found at
his usual place of abode, and a
member of his family, above the
age of sixteen years, and giving
her information of its purport.
The said James Carmichael not
being found at his usual
place of abode. Given under
my hand this 5th day of Sept 1894.

A. B. Mursey Clerk.

A. B. Mursey Clerk

The defendant ~~and others~~ is enjoined
and prohibited from selling removing or otherwise
disposing of the logs and lumber in the bill
and proceedings mentioned until the further
order of the Court the plaintiff having given
bond required by the injunction order

The "SOUTHWEST VIRGINIAN" Book and Job Print, Jonesville, Va.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

James Carmichael and
A. Johnson

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *1st* Monday in *October*, 189*4*, to answer ^{*an amended*} bill in Chancery,
exhibited against *them* in our said court by *Bennett Bailey*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

24th day of *September*

189*4*, and in the 11*9th* year of the

Commonwealth.

A. B. Munsey Clerk.

The proper defendant having been made, It is ordered that the officer serving this writ, do attach the estate of the defendant James Carmichael in this ~~County~~ ^{Said Court} ~~County~~ And the same in his hands so attached, do to secure and provide, that the same may be forth coming and liable to the future order of the Court and make return thereof to the 2nd day of the next term of September the 24th 1894

Teste A. B. Munsey Clerk

Bennett Bailey
vs. { SUPRENA
IN CHANCERY.

James Carmichael et al
O. B. & P. Bros p. q.

To 1st October Rules,
Circuit Court.

Received on the 1st day of October 1894 by me
a copy of the writ of attachment
issued in the case of James Carmichael et al
vs. Bennett Bailey
and the same is now on file in the
Circuit Court of the District of Columbia
at Washington D.C.

Further executed on the 2nd day of Oct., 1894, at 11 o'clock A.M.,
by levying on two lots of poplar lumber, on a tract of about 20,000 feet, on the
Rhoda Smith land in the Crab Orchard Country in Lee County, and the other
of about 80,000 feet on the lands of James Carmichael, in the Crab Orchard
country, both as the lumber of James Carmichael. This Oct. 2., 1894.

J. F. Flaherty S. L. J.

D. S. For

The "SOUTHWEST VIRGINIAN" Book and Job Print, Jonesville, Va.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

James Carmichael

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *1st* Monday in *September*, 189*4* to answer a bill in Chancery,

exhibited against *him* in our said court by *Bennett Bailey*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

2nd day of *August*

189*4* and in the 11 *9th* year of the

Commonwealth.

A B Munsey Clerk.

Virginia, Lee County, to-wit:-

I, H. W. Pennington, a Notary Public in and for the county and State aforesaid do hereby certify that H.L. Sprinkle, personally appeared before me in my County, and made oath that he on the 4th. day of August, 1894 executed the within process by delivering a true copy of the same to Mary H. Carmichael, the wife of the said James Carmichael, and explaining to her its purport; he the said James not being found at his usual place of abode given under my hand this the 4th. day of August, 1894

H. W. Pennington

Notary Public.

Bennett Bailey

vs. SUPREMA
IN CHANCERY.

James Carmichael

Or. Ewing & Co. p. q.

To 1st September Rules,
Circuit Court.

*Virginia, Lee County to-wit:-
This day of September personally
appeared before me A. B. Munnsey,
Clerk of the Circuit Court of said
County, and made oath that he
on the 4th day of August 1894,
executed the within process by
delivering an attested office
copy thereof to Mary H. Carmichael
wife of James Carmichael
at his usual place of abode
she being a member of his
family above the age of
sixteen years, and giving her
information of its purport.
The said James Carmichael
not being found at his usual
place of abode given under
my hand this 5th day of Sept
1894.*

A. B. Munnsey, Clerk.

A. B. Munnsey Clerk

The defendant is enjoined and inhibited from selling, removing or otherwise disposing of the logs and lumber in the bill and proceedings mentioned until the further order of the Court, the plaintiff having given the bond required by the injunction order

CERTIFICATE OF ORDER OF PUBLICATION.

We, A. M. Goins and W. H. Eads,
editors of the SOUTHWEST VIRGINIAN,
a weekly newspaper published at
Jonesville, Lee county, Virginia, do
hereby certify that the annexed no-
tice was published in said paper
once a week for four successive
weeks, commencing on the 27

day of Sept 1894.

A. M. Goins,
W. H. Eads, } Editors.

20 VIRGINIA in the Clerk's Office of the
Circuit Court of the county of Lee on
the 24th day of September, 1894.

John Bailey, Plaintiff,
against
James Carmichael et als, Defendants.
In Chancery.

The object of this suit is to enforce the
collection of a debt of (\$182 66) One Hun-
dred and Eighty-two Dollars and Six Cents
due the plaintiff from the defendants. And
an affidavit having been made and filed
that the defendant James Carmichael is
not a resident of the State of Virginia, it is
ordered that he do appear here within
fifteen days after due publication thereof,
and do what may be necessary to protect
his interest in this suit. And it is further
ordered that a copy hereof be published
once a week for four weeks in the South-
west Virginian and that a copy be posted
at the front door of the court house of this
county on the first day of the next term of
the County court.

A Copy—To wit.

A. B. MANSY, Clerk.
O., B & E, and F. Busby.

s 27 44

\$5.00

Filed Oct the 30th 1894

A B Muncy

CERTIFICATE OF ORDER OF PUBLICATION.

We, A. M. Goins and W. H. Eads,
editors of the SOUTHWEST VIRGINIAN,
a weekly newspaper published at
Jonesville, Lee county, Virginia, do
hereby certify that the annexed no-
tice was published in said paper
once a week for four successive
weeks, commencing on the 27

day of Sept 1894.

A. M. Goins
W. H. Eads. } Editors.

VIRGINIA, in the Clerk's Office of the
Circuit Court of the county of Lee on
the 24th day of September, 1894.

Bennett Bailey, Plaintiff,
against
James Carmichael et al. Defendants.
In Chancery.

The object of this suit is to enforce the collection of a debt of (\$184.00) One Hundred and Eighty-four Dollars, due the plaintiff from the defendant. And an affidavit having been made and filed that the defendant James Carmichael, is not a resident of the State of Virginia, it is ordered that he do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect his interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the Southwest Virginian, and that a copy be posted at the front door of the court-house of this county on the first day of the next term of the county court.

A Copy—Teste:

A. B. MUNSEY, Clerk.
O., B. & E., and P. Bros. p. q.

s 27 4t

\$5.00

Filed Oct the 3rd 1894

A B Munnery

Plffs Costs

C 15.16
 S 3.00
 NP 15.08
 JP 75-
 Exits 13.00
 \$46.96

Defts Costs

C \$7.30
 NP 8.25
 atty 15.00
 C dk 25
 \$30.80

John
 +
 Bennett Bayley Com

vs In Chancery

James Carmichael, et al.

1894 1st Sept Rules bill filed
 Spa 2d + Decree. Mai
 " 2nd Sept Rules D. N. Court
 + Cause set for hearing
 by Plff
 " Nov. Term Court

March Term Decree
 final O. Book Page
 185-

24.35-